



Louisiana Shelter Plus Care Policies and Procedures Manual

Version 1.1

Bobby Jindal
Governor

Paul Rainwater
Commissioner



LA Division of Administration
Office of Community Development
Disaster Recovery Unit

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CHAPTER ONE

LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT (OCD)

LA SHELTER PLUS CARE (S+C) PERMANENT SUPPORTIVE HOUSING (PSH) PROGRAM

A. About the LA Shelter Plus Care PSH Program

On June 15th, 2006, Congress approved **\$4.2 billion** of Community Development Block Grant (CDBG) funds for hurricane recovery activities in Louisiana, fully funding The Road Home program serving the Gulf Opportunity (GO) Zone¹ (areas of the State impacted by Hurricanes Katrina and Rita). The Louisiana Commissioner of Administration created the **Disaster Recovery Unit** within the Division of Administration, Office of Community Development to administer these relief funds.

The Office of Community Development is the State agency that has administered the CDBG program for the State of Louisiana for 24 years. In order to receive the CDBG funding from HUD, the State was required to submit Action Plans that outline the programs and methods the State of Louisiana will use to administer the award. The Disaster Recovery Unit, in conjunction with the Louisiana Recovery Authority, develops Action Plans for HUD. \$72.73 million of the CDBG funds received by OCD through the Road Home program have been set aside to fund supportive services for 3,000 new permanent supportive housing units being created through the Louisiana Permanent Supportive Housing Initiative.

SHELTER PLUS CARE BACKGROUND

In July of 2008, the State of Louisiana received \$73 million to support 3,000 permanent supportive housing vouchers comprised of 2,000 Section 8 project-based vouchers and 1,000 Shelter Plus Care housing vouchers. The Shelter Plus Care vouchers are funded at \$50 million for five years to be used in conjunction with Louisiana's Permanent Supportive Housing Initiative. Shelter Plus Care is a federal program funded by the U.S. Department of Housing and Urban Development (HUD) designed to provide rental subsidies and supportive services to homeless individuals with disabilities, primarily those with chronic mental illness, substance abuse, and HIV/AIDS. The appropriation legislation granted the State of Louisiana permission to act as public housing authority; in turn LA Governor Bobby Jindal designated the LA Office of

¹ The GO Zone area comprises the following parishes: Ascension, East Baton Rouge, East Feliciana, Iberville, Pointe Coupee, West Baton Rouge, West Feliciana, Livingston, St. Helena, St. Tammany, Tangipahoa, Washington, Jefferson, Orleans, Plaquemines, St. Bernard, Assumption, LaFourche, St. Charles, St. James, St. John the Baptist, Terrebonne, Acadia, Allen, Beauregard, Calcasieu, Cameron, Iberia, Jefferson Davis, Lafayette, St. Landry, St. Martin, St. Mary, and Vermillion.

Community Development (OCD) to be the state's designee in administering these housing vouchers. From August to September of 2008, OCD convened a S+C Working Group comprised of a variety of stakeholders in order to guide the implementation process. In October of 2008, OCD requested S+C applications from five local Continuums of Care. In turn, OCD will manage the LA Shelter Plus Care PSH Program contracting with five S+C Subsidy Administrators (designated by their local Continuums of Care) to operate the S+C program in their respective service areas. In November of 2008, OCD submitted the LA S+C PSH Program Application to HUD. In February 2009, OCD sponsored a training session for S+C Subsidy Administrators and Local Lead Agencies (LLA) that are responsible for PSH supportive service delivery. The OCD training familiarized stakeholders about the S+C program and provided an overview of OCD's key S+C Policies. OCD and HUD sponsored a Kickoff S+C Grant Conference in March of 2009. OCD executed the S+C Grant Agreement with HUD on April 28, 2009. S+C program operations began shortly after the S+C Grant Agreement was executed.

B. Statement of Goals and Objectives

The functions and responsibilities of the Office of Community Development Housing staff, hereinafter referred to as OCD, shall be in compliance with the personnel policies of OCD and of the State of Louisiana. The Shelter Plus Care rental assistance program overseen by OCD shall be in compliance with all federal (including S+C), state and local housing laws, rules and regulations. Per Shelter Plus Care regulations (Section 582.300(d)(3)), HUD requires grantees to develop and make available to the public upon request "procedures for managing the rental assistance."

This S+C Policies and Procedures Manual outlines OCD's policies and procedures for the LA Shelter Plus Care Program which is a critical component of the Louisiana Permanent Supportive Housing (PSH) Program. The PSH Program has two overarching goals: (1) the reduction and prevention of homelessness of people with disabilities, and (2) the reduction and prevention of inappropriate institutionalization of low-income people with disabilities. Recognizing the extraordinary lengths that were made to access these S+C vouchers from Congress, OCD seeks to insure that S+C rental assistance support and serve the most-in-need homeless individuals and families in the areas of the State impacted by Hurricanes Katrina and Rita.

The S+C Policies and Procedures Manual provides the necessary guidance for the provision of S+C rental assistance which was contemplated in the Road Home Plan and the Louisiana Housing Finance Agency's (LHFA) Qualified Allocation Plan (QAP).

The policies and procedures in this manual are designed to further these goals by:

- Linking the S+C rental assistance to supportive services in order to effectively assist the hardest-to-serve homeless persons with disabilities and their families;
- Promoting fairness and uniformity in tenant selection for eligible homeless people while meeting the policy priorities of the program;
- Overcoming barriers to accessing housing typically faced by homeless people prioritized for this program; and
- Promoting efficiencies in the application and referral process.

The activities of the Louisiana Shelter Plus Care Permanent Supportive Housing Program are expected to increase access to decent, safe, affordable, mainstream housing for homeless, disabled individuals or families and to help such individuals or families maintain long-term, stable, and successful tenancies.

C. Purpose of the Manual

The purpose of the S+C Policies and Procedures Manual (Manual) is to establish policies and further guidance for issues not covered under the S+C Program or state regulations. The aim is also to provide standard concepts, definitions and procedures to enable efficient administration and the collection and reporting of performance data that is comparable across the GO Zone service area. The Manual covers both admission to and continued participation in the Shelter Plus Care program and how that will be accomplished.

Each Shelter Plus Care program component (i.e. project-based, sponsor-based, and tenant-based assistance) is subject to the terms and conditions of this Manual. To the extent an issue is not otherwise explained in the Policies and Procedures Manual, the appropriate provisions of the McKinney-Vento Act and Shelter Plus Care regulations (see **Appendix F** for S+C Regulations) and program guidance will be followed. This Manual is subject to changes as needed to meet the policy goals and priorities of OCD as well as any changes in federal regulations and HUD policy guidance. For further information regarding OCD's Shelter Plus Care program, please contact:

Nicole Sweazy
Social Services Manager

Disaster Recovery Unit
Office of Community Development
150 N. 3rd St.
Baton Rouge, LA 70801
Office # - (225) 219-8778
Fax # - (225) 219-9605

D. Fair Housing Policy

It is the policy of OCD to fully comply with all federal, state and local nondiscrimination laws and to be in accordance with the rules and regulations governing fair housing and equal opportunity in housing and employment.

Specifically, OCD and its agents shall not deny any family or individual on account of race, color, gender, sexual orientation, religion, creed, national or ethnic origin, age, family or marital status, handicap or disability, the opportunity to apply for or receive assistance under the S+C rental assistance program, within the program's statute, S+C regulations, and HUD policy guidance.

Further OCD, the S+C Subsidy Administrators and its representatives or agents (referred to later in the Manual) shall make reasonable accommodations in rules, policies, and services to give persons with disabilities equal opportunities to participate in the program and to occupy and enjoy full use of housing units participating in the program.

E. Access to Information

OCD strives to maintain complete public information about its programs, as well as useful information about LA's Road Home affordable housing resources in Louisiana, on its web site. The OCD's housing web site is located within the Office of Community Development's web site at:

www.doa.louisiana.gov/cdbg/drhome.htm

Users of this Manual are encouraged to use the information presented on the web site and to suggest changes and additional content whenever appropriate.

F. Using this Manual

OCD issued this S+C Policies and Procedures Manual in May of 2009. The Manual provides both S+C Subsidy Administrators as well as people who will access the LA S+C PSH Program guidance on how to operate and use the program. OCD views the S+C Policies and Procedures Manual as a “living” document – which is expected to be refined over time. LA’s S+C Advisory Committee will provide input to OCD regarding the Policies and Procedures on an on-going basis. OCD will also require each SA to develop their own Policies and Procedures which will complement and be consistent with OCD’s manual.

If there are comments or questions regarding interpreting OCD’s S+C Policies and Procedures, please contact Ms. Nicole Sweazy at nicole.sweazy@la.gov.

G. Required S+C Program Forms

OCD has developed the necessary forms to be used to administer the S+C Program. The required forms are located at the end of the manual in **Appendix A**. The required forms are as follows:

- S+C Application Package Checklist
- S+C Program Application
- Homeless, Income, Disability, Chronic Homeless Eligibility Forms
- Release of Information Form
- S+C Occupancy Agreement (between Participant and Landlord)
- S+C Participation Agreement (between Participant and S+C Entity or Sponsor)
- S+C Rental Assistance Agreement (between S+C Entity or Sponsor and Landlord)
- S+C Funds Requisition Request Form

- Rent Reasonableness and Rent Comparability Forms
- HUD Housing Quality Standard (HQS) Inspection Form
- HUD Resident Rent Calculation Form
- HUD Annual Progress Report (APR)

CHAPTER TWO

PROGRAM OVERVIEW

A. Allocation and Award Distribution

Below is a breakdown of the S+C breakdown and award distribution:

SA: Lafayette Catholic Service Center

LLA: Region IV

Jurisdiction: Lafayette/Acadiana CoC

- ♦ 23 tenant-based subsidies
- ♦ \$841,500 S+C grant over 5 years

SA Contact Information: Eric Gammons

P: 337-235-4972

Email: EGammons@catholicservice.org

SA: Calcasieu Parish Housing Department

LLA: Region V

Jurisdiction: Lake Charles/Southwestern LA CoC

- ♦ 23 project-based subsidies
- ♦ \$760,980 S+C grant over 5 years

SA Contact Information: Tarek Polite

P: 337-721-3550

Email: tpolite@cppj.net

SA: UNITY of Greater New Orleans

LLA: Region I and X

Jurisdiction: New Orleans/Jefferson Parish CoC

- ♦ 875 S+C subsidies (575 tenant-based and 300 sponsor-based)
- ♦ \$43,720,560 S+C grant over 5 years

SA Contact Information: Vicki Judice

P: 504-821-4496

Email: vjudice@unitygno.org

SA: Volunteers of America of Greater New Orleans

LLA: Florida Parishes Human Services District

Jurisdiction: North Lake Homeless CoC

- ♦ 67 project-based subsidies
- ♦ \$3,435,240 S+C grant over 5 years

SA Contact Information: Dee Wild

P: 985-674-0488

Email: dwild@voagno.org

SA: Start Corporation

LLA: Region III

Jurisdiction: Houma/Terrebonne CoC

- ♦ 39 tenant-based subsidies
- ♦ \$1,229,460 S+C grant over 5 years

Contact Information: Casey Guidry

P: 985-879-3966

Email: casey@startcorp.org

B. Description of the S+C Housing Components

1. TENANT BASED SHELTER PLUS CARE COMPONENT

Through the tenant-based rental assistance (TRA) model, participants locate housing of their choice in the private rental market. If the participant later moves to another unit, he/she can take the S+C subsidy and use it in that new unit. This model enables homeless people with disabilities to select rental housing consistent with their individual preferences and needs.

As stated above, the following SAs will manage tenant-based S+C rent subsidies:

- Lafayette Catholic Service Center (23 subsidies),
- UNITY of Greater New Orleans (575 subsidies), and
- Start Corporation (39 subsidies).

2. SPONSOR BASED SHELTER PLUS CARE COMPONENT

Sponsor-based rental assistance (SRA) uses sponsor agencies to locate and rent housing units in the private market and then sublease these units to homeless people with disabilities.

If the Shelter Plus Care participant moves out of the unit, the sponsor can then sublease it to the next eligible participant, thereby maintaining the stock of affordable housing units available to homeless people with disabilities. The sponsor could also use the subsidy to locate another unit in the community and then sublet that unit to an eligible homeless participant.

UNITY of Greater New Orleans will manage 300 sponsor-based S+C rent subsidies.

3. PROJECT BASED SHELTER PLUS CARE COMPONENT

Rental assistance provided through the project-based rental assistance (PRA) model is tied to a specific housing unit in a specific building. With this model, the program participant only receives assistance if they live in a specific housing unit; when/if the participant moves out of the unit, they no longer receive assistance paying their rent through the Shelter Plus Care program. Rather, the unit would be rented to another eligible participant that would benefit from the Shelter Plus Care subsidy.

As state above, the following SA will manage project-based S+C rent subsidies (without rehab):

- Calcasieu Parish Housing Department (23 subsidies) and
- Volunteers of America of Greater New Orleans (67 subsidies).

S+C Component Comparisons for Louisiana

Element	TRA (Tenant-Based Rental Assistance)	SRA (Sponsor-Based Rental Assistance)	PRA (Project-Based Rental Assistance)
Entity Administering Rental Assistance	S+C Subsidy Administrator under contract with OCD	S+C Subsidy Administrator under contract with OCD	S+C Subsidy Administrator under contract with OCD
Type of Housing	Variety of types ranging from single family homes to independent apartments	Variety of types ranging from single family homes to independent apartments	Variety of types ranging from single family homes to independent apartments
Living Requirements	Participants choose; recipient may require participant to live in a particular structure in first year and within a particular area in all years	Must live in structure owned or leased by sponsor	Must live in unit in particular property that is assisted
Eligible Participants	Homeless adults with disabilities and their families, if any	Homeless adults with disabilities and their families, if any	Homeless adults with disabilities and their families, if any
Housing Quality Standards	24 CFR 982.401	24 CFR 982.401	24 CFR 982.401
Term of Assistance	5 Years	5 Years	5 Years

C. Description of the Service Component

The LA PSH Initiative combines these S+C rental subsidies provided by Congress with a portion of the \$72.73 million in CDBG-funded supportive services being administered by the LA Department of Health and Hospitals (DHH) through the state-designated Local Lead Agencies (LLAs). These targeted housing support services will provide the core services to support the S+C participants in permanent housing.

The LLA's support services are provided through a community housing support team model. The housing support team will provide housing stabilization and support services (i.e. housing-based case management) to assist participants in retaining their housing. As a result, OCD requires at a minimum that the S+C Subsidy Administrators work in partnership with the LLAs to provide the supportive service match in their jurisdiction as well as develop procedures for determining PSH eligibility, selecting and referring applicants to units, and ensuring coordination of PSH supportive service delivery from housing placement/ move-in to long-term housing stability. To formalize their relationship, OCD and DHH requires the SAs and their respective LLAs enter into an agreement to assure that the S+C subsidies are integrated effectively within the existing PSH program structure. The agreement includes how the SA will develop screening and eligibility determination processes in conjunction with their respective LLA, and the role of each entity in tenant selection and referral to units as well as service coordination. The SA and LLA are responsible for keeping these agreements up to date and operational through the term of the Shelter Plus Care Program.

D. Roles and Responsibilities of the Key Parties

1. LA OFFICE OF COMMUNITY DEVELOPMENT

- a. **MONITOR PROGRAM ADMINISTRATION AND PERFORMANCE.** OCD shall monitor the program and fiscal performance and adequate record keeping of the Subsidy Administrators in accordance with Shelter Plus Care program guidance and S+C regulations as well as the progress of the S+C Program in accomplishing its implementation goals. OCD will develop and maintain a Monitoring Plan (**see Appendix E**) providing detailed guidance on how OCD will conduct monitoring activities. OCD will make periodic site visits to the Subsidy Administrators to review the S+C Program. OCD must give its approval to any changes or additions to the materials and procedures used by the Subsidy Administrators in managing the S+C Program. OCD will conduct periodic reviews and quality assurance of Housing Quality Standards (HQS) inspections by the SA. OCD will provide ongoing, up-to-date technical assistance.
- b. **ACT AS SHELTER PLUS CARE GRANTEE.** OCD will act as the grantee for the Shelter Plus Care Program maintaining formal communications with HUD related to the program. OCD will notify HUD as needed to all significant programmatic changes per HUD guidance. OCD will also provide all required programmatic and fiscal reports to HUD to include the Quarterly and Annual Progress Reports. OCD in collaboration with HUD will

- coordinate the provision of all HUD-funded technical assistance offered to the SAs. Finally, OCD will execute a cooperative endeavor agreement with each of the SAs responsible for the local S+C subsidy administration.
- c. **DEVELOP POLICIES AND PROCEDURES.** OCD will be responsible for developing, maintaining and revising as needed the LA S+C PSH Program's Shelter Plus Care Policies and Procedures. OCD in collaboration with the Shelter Plus Care Advisory Committee will make necessary changes to the policies and procedures. As part of these S+C policies, OCD will release standard program forms that shall be used by the SAs.
 - d. **APPROVE SPONSORS AND LANDLORDS.** After being provided with recommendations by the Subsidy Administrators, OCD will approve recommended sponsor entities for participation in the sponsor-based component and landlords for participation in the project-based component. Approval will include: the owner or sponsor, the # and type of Shelter Plus Care units and the location of these units.
 - e. **FISCAL MANAGEMENT OF S+C FUNDS.** OCD will manage the requisition and distribution of Shelter Plus Care Funds on a timely basis to the Subsidy Administrators. OCD will also work closely with the Subsidy Administrator to effectively forecast, budget and manage the Shelter Plus Care resources in an effort to implement and sustain the program. OCD shall comply with the following applicable OMB circulars - A-87, A-110, A-122, and A-133.
 - f. **COORDINATE SERVICE MATCH DOCUMENTATION.** OCD will coordinate the documenting of services provided by the Local Lead Agencies and their Housing Support Team as well as through both DHH and LA Department of Social Services (DSS) systems of care.
 - g. **MANAGE THE S+C APPEALS PROCESS.** OCD in coordination with DHH will manage the appeals process regarding program termination from the LA S+C Program.
 - h. **ASSIST IN THE INTEGRATION OF CDBG PIGGYBACK PROGRAM AND GO ZONE TAX CREDITS.** OCD will work closely with the LA Housing Finance Authority to effectively integrate the Shelter Plus Care project-based component as needed with rental housing projects supported by either CDBG Piggyback resources or GO Zone Low-Income Housing Tax Credits.

- i. **MAKE REFERRALS.** As needed, OCD will make referrals of potential applicants to the Subsidy Administrator.
- j. **FACILITATE AND SUPPORT THE SHELTER PLUS CARE ADVISORY COMMITTEE:** OCD will facilitate and support the activities of the Shelter Plus Care Advisory Committee including assisting in the recruiting of members and scheduling and facilitating meetings. OCD will also ensure that homeless individuals are represented as committee members and are provided support in order to actively participate in the committee's activities.

2. SUBSIDY ADMINISTRATOR (SA)

- a. **SOLICIT/ASSESS/RECOMMEND PROSPECTIVE SPONSORS/LANDLORDS.** For either the S+C sponsor-based or project-based component, the SA shall encourage and solicit prospective sponsors, landlords and property managers of housing to dedicate specific units for S+C eligible participants (including swap out units). After receiving and assessing proposals, the SA Entity will make recommendations to OCD regarding a S+C commitment.
- b. **EXECUTE RENTAL ASSISTANCE CONTRACTS WITH PROJECT SPONSORS/LANDLORDS AND MAKE RENT PAYMENTS.** SA will execute S+C rental assistance contracts to provide rental assistance in exchange for the landlord making available the unit for a PSH program participant. SA will negotiate and make monthly rental payments to Sponsors/Landlords on or about the first day of each month.
- c. **VERIFY UNIT ELIGIBILITY.** SA will inspect a unit that a S+C participant wishes to occupy and which the Sponsor/Owner has agreed to rent to the participant, to ensure that the unit meets Housing Quality Standards (HQS) prior to occupancy. As long as the participant stays enrolled in the Program, the SA will re-inspect the unit at least annually and interim HQS inspections upon request to ensure HQS compliance.
- d. **APPROVE THE LEASE.** SA will insure use of the required S+C occupancy agreement signed between a sponsor/landlord and a S+C participant.
- e. **MANAGE THE S+C ASSESSMENT PROCESS.** SA will conduct screening and assessment for S+C eligibility (i.e., homeless eligibility, chronic homeless eligibility, disability status, income verification for S+C subsidy assistance).

- SA will coordinate activities with the LLA to ensure that a S+C applicant is screened for PSH eligibility.
- f. **MANAGE S+C SELECTION PROCESS.** The SA will manage a process to select a S+C participant based on objective criteria to determine who is most in need of S+C rental assistance. As part of this process, the SA will provide an absolute preference for a S+C eligible household currently receiving transitional rental assistance through one of the following programs - TAP or OMH bridge subsidy program.
 - g. **CONDUCT PARTICIPANT BRIEFINGS.** Provide a briefing after acceptance into the S+C program to educate participants on the S+C policies and procedures.
 - h. **CALCULATE OWNER RENTAL SUBSIDY AND TENANT RENT PAYMENT.** Upon acceptance as a S+C participant, the SA shall calculate the tenant total payment of the rent incorporating utility allowances in accordance with S+C regulations. The SA shall negotiate a contract rent that meets HUD's rent reasonableness standards. The SA shall also provide security deposits to the landlord as specified in the Manual.
 - i. **ANNUAL AND INTERIM RE-CERTIFICATION.** Conduct annual and interim income recertification for S+C participants as specified in the Manual.
 - j. **ENFORCE FAIR HOUSING REGULATIONS.** SA shall operate the S+C program in accordance with HUD's fair housing regulations and policies to include Section 504. As part of this effort, both the SA and LLAs will provide reasonable accommodation in all aspects of the S+C program.
 - k. **MAINTAIN PROGRAM FILES.** Maintain all necessary S+C program files to include participant files and project files per OCD's guidance.
 - l. **DEVELOP LOCAL S+C POLICIES AND PROCEDURES.** The SA will develop and maintain a S+C Policies and Procedures Manual for their jurisdiction. The SA's Policies and Procedures will complement and be consistent with OCD's Policies and Procedures.
 - m. **PROVIDE ON-GOING ADMINISTRATION.** Conduct interim HQS inspections as requested, process annual rent increase requests by landlords, conduct a hearing for an initial appeal on voucher eligibility, etc.

- n. COORDINATE PRE-TENANCY AND MOVE-IN SUPPORT. The SA will coordinate with the LLA the provision of needed pre-tenancy supportive services through existing providers. The SA will also provide move-in assistance to a participant with assistance from the LLA and/or Housing Support Team as needed.
- o. COORDINATE ACTIVITIES WITH LLA. The SA shall be responsible for alerting the LLAs and their designated Tenant Services Liaison (TSL) and/or Housing Support Team (HST) when a housing situation arises that requires the involvement of the TSL/HST.
- p. EXECUTE AN AGREEMENT WITH THE LLA. The SA shall enter into a Memorandum of Agreement to insure that the S+C subsidies are integrated effectively within the PSH Initiative. The agreement shall include how the SA will develop screening and eligibility determination processes in conjunction with their respective LLA, the role of each entity in tenant selection and referral to units as well as service coordination; and policy and procedure regarding the termination of S+C rental assistance.
- q. COLLECT THE TRACKING OF SUPPORTIVE SERVICE MATCH REQUIREMENT. SA shall gather support service match information from the LLA regarding Housing Support Team services to report to OCD.
- r. BUDGET/FISCAL MANAGEMENT OF SUBSIDIES. SA shall properly maintain a budget of S+C subsidies and carry out all fiscal management duties to include timely requisitioning of funds and periodic fiscal reporting to OCD. The SA will utilize the S+C Grant Management Workbook (see **Appendix D**) provided by OCD for fiscal management.
- s. TRACK VOUCHERS BY UNIT TYPE AND BY JURISDICTION (i.e. LLA and Parish). SA shall track the availability and usage of subsidies by unit type and by jurisdiction. The SA will utilize the S+C Grant Management Workbook provided by OCD for program voucher management.
- t. PROVIDE REQUIRED REPORTS TO OCD. The SA will provide required monthly reports to OCD on program activities to include leasing activity, project information, progress in achieving the leasing goals, fiscal information on resources spent, and service match information and HMIS data for S+C.

- u. OVERSEE ACTIVITIES OF SPONSOR OR LANDLORDS. SA will monitor the activities of either the sponsor or landlord (depending on component type) to ensure compliance with S+C regulations. Activities may include: condition of units and landlord screening practices.
- v. MANAGE the S+C APPEAL PROCESS. In coordination with the LLA, the SA will manage the S+C eligibility appeals process.
- w. TERMINATION OF ASSISTANCE. All decisions on termination of rental assistance shall be made jointly by the Subsidy Administrator and the LLA. Appeals on termination shall be a joint decision by OCD and DHH.

3. LOCAL LEAD AGENCIES

- a. PROVIDE OUTREACH AND INFORMATION TO COMMUNITY STAKEHOLDERS ABOUT THE S+C PROGRAM. Work with SA to conduct outreach to bring potential participants into the S+C program. Outreach activities shall be primarily directed towards S+C eligible persons who have a night-time residence that is an emergency shelter or a public private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g., persons living in cars, streets, and parks).
- b. SUPPORT THE SA's ELIGIBILITY SCREENING AND ASSESSMENT PROCESS. The LLA will support the SA's screening and eligibility determination (i.e., homeless eligibility, chronic homeless eligibility, disability status, income verification for S+C). In addition, the LLA will determine PSH eligibility to insure that the S+C participant is eligible for support services offered by the Housing Support Team. S+C applicants must be determined to be PSH eligible in order to be accepted into the Shelter Plus Care Program.
- c. COORDINATE WITH SA REGARDING THE MANAGEMENT OF THE TENANT SELECTION PROCESS. The LLA will collaborate with the SA in the tenant selection process and referral to units.
- d. COORDINATE NEEDED PRE-TENANCY SUPPORT SERVICES. The LLA and the SA will coordinate the provision of needed pre-tenancy supportive services through existing providers. The designated Tenant Services Liaison and/or Housing Support Team may also provide pre-tenancy support as needed.
- e. COORDINATE MOVE-IN ASSISTANCE. LLA and the SA will ensure that the

S+C participant gets moved into the new unit with assistance from the designated Tenant Services Liaison (TSL) or Housing Support Team as needed. This includes arranging for a range of move-in resources and/or access to Housing Establishment and Preservation (E&P) System funds through the LLA as necessary.

- f. **PROVIDE HOUSING SUPPORT SERVICES.** Through the designated Housing Support Team, the LLA will provide housing support and stabilization services to participants as needed including housing support and service needs assessment, development of an individualized housing support plan, linkage with other needed services in the community to manage housing-related, medical and/or clinical issues that arise.
- g. **COORDINATE ACTIVITIES WITH SA.** The LLA shall be responsible for alerting the SA when a housing situation arises that requires the involvement of the SA.
- h. **ENSURE DOCUMENTATION OF SUPPORT SERVICES PROVIDED.** Assist DHH to document and report support services provided by the Housing Support Teams. DHH must report information quarterly to the SA regarding the amount, type, and value of supportive services by S+C participant in order for OCD to report support service match requirements for S+C to HUD.
- i. **INCREASE PARTICIPANT INCOME.** Ensure that participants who report zero income apply for benefits and/or employment in a timely manner and assist (directly or through HST) participant to achieve this as requested. HST staff may be asked to verify that the participant is actively engaged in activities that will enhance their ability to gain employment, is seeking employment, or that benefits were denied and an appeal has been filed.
- j. **FOLLOW-UP.** Follow-up on other specific situations requiring HST action which are outlined in this Policies and Procedures Manual, i.e., appeal hearings, family composition and income changes.
- k. **REASONABLE ACCOMMODATIONS.** Both the SA and LLA will provide reasonable accommodation in all aspects of the S+C program.
- l. **TERMINATION OF ASSISTANCE.** The SA and the LLA will jointly make decisions on termination of S+C rental assistance.

4. LA DEPARTMENT OF HEALTH AND HOSPITALS

- a. **PROVIDE SUPPORTIVE SERVICES USAGE REPORTS TO OCD.** DHH shall research support service usage (i.e. Medicaid) by S+C participants and provide quarterly reports on supportive service usage to OCD. This information will be used by OCD with the S+C service match requirement.
- b. **PARTICIPATE IN THE S+C APPEALS PROCESS.** DHH in coordination with OCD will participate in the Appeals Process regarding program termination from the LA S+C Program. DHH and OCD will make joint decisions regarding termination of S+C rental assistance.
- c. **COORDINATE WITH OCD ON PSH POLICY DEVELOPMENT.** DHH shall work with OCD and LHFA to coordinate and oversee a coherent permanent supportive housing policy that effectively integrates Shelter Plus Care rental assistance with other program components to include the CDBG Piggyback Program and the Gulf Opportunity “GO” Zone Low-Income Housing Tax Credit Program in order to develop 3,000 units of permanent supportive housing throughout the GO Zone area.

5. S+C SPONSORS (SPONSOR-BASED RENTAL ASSISTANCE COMPONENT)

- a. **SELECT PARTICIPANTS.** In the sponsor-based program, Sponsors working with Landlords may screen prospective S+C participants by contacting former landlords for references as well as using other types of background checks they deem appropriate and consistent with Louisiana State law.
- b. **RESOLVE TENANT/LANDLORD DISPUTES.** The Sponsor working with the Landlord must notify the Subsidy Administrator of any disputes between the Landlord and a participant, and should coordinate an informal meeting with the involved parties to attempt resolution.
- c. **HANDLE EVICTIONS LEGALLY.** If the Landlord evicts a tenant, the eviction must be handled under the provisions of state Landlord/Tenant laws, just as for any other tenant. Upon receiving notification from the Landlord, the Sponsor must give the Subsidy Administrator written notice of eviction at the same time the participant is notified, even though the Subsidy Administrator does not play a formal role in the eviction process.
- d. **EXECUTE SUBLEASE AGREEMENT.** The Sponsor shall execute a sublease

agreement with a landlord to secure a specific number of rental units for participants in exchange for Shelter Plus Care rental assistance as part of the sponsor-based rental assistance component.

- e. **RECEIVE RENT FROM PARTICIPANTS/PAY RENT TO LANDLORD.** As part of the sponsor-based component, the Sponsor receives rent payments from participants and makes timely rent payments to the Landlord consistent with the sublease agreement.

6. LANDLORDS

- a. **SELECT PARTICIPANTS.** Landlords may screen prospective S+C participants by contacting former landlords for references as well as using other types of background checks they deem appropriate and consistent with Louisiana State law.
- b. **MAINTAIN TENANT - LANDLORD RELATIONSHIPS.** Landlords must comply with the provisions of the standard S+C Occupancy Agreement and S+C Rental Assistance Agreement and the federal Fair Housing Act, perform regular maintenance, and perform all management and rental functions as required by Louisiana's Landlord/Tenant laws.
- c. **RESOLVE TENANT/LANDLORD DISPUTES.** The Landlord must notify the Subsidy Administrator of any disputes between the Landlord and a participant that may lead to eviction 30 days prior to proceeding with the eviction when feasible. The Landlord may request an informal meeting with the involved parties to attempt resolution.
- d. **HANDLE EVICTIONS LEGALLY.** If the Landlord evicts a tenant, the eviction must be handled under the provisions of state Landlord/Tenant laws, just as for any other tenant. The Landlord must give the Subsidy Administrator written notice of eviction at the same time the participant is notified, even though the Subsidy Administrator does not play a formal role in the eviction process.
- e. **PROVIDE VACANCY INFORMATION.** The Landlord shall notify the Subsidy Administrator in a timely manner when a S+C assisted unit becomes vacant.
- f. **DISCRIMINATION PROHIBITED.** The Landlord shall not discriminate against a participant on the grounds of race, color, creed, religion, gender, sexual orientation, national origin, handicap, age or because of membership in a class

such as unmarried mothers or recipients of public assistance, etc.

7. S+C APPLICANTS/PARTICIPANTS

- a. COOPERATE IN FULFILLING PROGRAM REQUIREMENTS. The applicant/participant must provide income information and family information/documentation needed to permit the Subsidy Administrator to certify eligibility and family composition and establish rent portions on an initial and annual basis. The applicant/participant must sign a release in compliance with HIPAA, which allows personal information to be shared with OCD, LLA, the Subsidy Administrator, landlords and applicable support services.
- b. SELECT A QUALIFIED UNIT. In a jurisdiction that has sponsor or project-based component(s), the applicant/participant shall select a unit from either the sponsor-based or project-based housing inventory. This unit must also pass the HQS inspection. In regards to the tenant-based component, the participant with assistance from the SA will conduct a housing search to identify an appropriate unit that meets the needs of the participant's household within the LLA's service jurisdiction.
- c. COMPLIANCE WITH S+C OCCUPANCY AGREEMENT. The participant must conform to all lease requirements or S+C Occupancy Agreement's terms, including allowing inspections of the unit. The participant must notify the SA in a timely fashion of any problem or issues with the landlord.
- d. REPORT CHANGES IN INCOME AND FAMILY COMPOSITION. This information should be reported to both the Subsidy Administrator and the Housing Support Team within 10 days of the change. Participants are responsible for informing the Subsidy Administrator of any changes in family circumstances (including income and family composition) and are responsible for responding to requests from the Subsidy Administrator to update information.
- e. COMPLY WITH PROGRAM POLICIES. The participant is required to know S+C program policies and to abide by them. The SA will provide a program briefing to all S+C participants explaining key program policies. The SA and the S+C participant will sign a S+C Participation Agreement (see **Appendix A-6**) describing the participant's responsibilities under the S+C program. These include, but are not limited to the requirement that the unit be used as the participant's primary residence; giving proper notification before moving from the unit; and knowing that the participant may be responsible for damages

incurred in the unit.

CHAPTER THREE

ELIGIBLE S+C ACTIVITIES

A. S+C Eligible Activities

The S+C program provides funding for only rental assistance and grant administration.

1. RENTAL ASSISTANCE

The Subsidy Administrators must use S+C funding to provide rental assistance for S+C eligible homeless people with disabilities who are also PSH eligible. The Subsidy Administrator uses S+C rental assistance to make housing affordable for program participants to pay the difference between the actual rent for a unit and 30 percent of the participant's adjusted income.

The Subsidy Administrators shall have systems in place to record and track all rental payments made to landlords or sponsors.

2. ADMINISTRATIVE COSTS

Eligible administrative costs include only those related to the administration of the housing assistance, NOT costs associated with the administration of the grant or the supportive services (24 CFR Section 582.105). These eligible costs include:

- Receiving new participants into the program;
- Providing housing information and search assistance;
- Determining participant income and rent contributions;
- Inspecting units for compliance with Housing Quality Standards; and
- Processing rental payments to landlords.

S+C grant funds spent on eligible administrative costs are not subject to the service match requirement discussed later in the Manual.

Ineligible Administrative Costs

By statute, administrative costs other than those described above cannot be covered by S+C grant funds. Examples of ineligible administrative costs include:

- Costs of administering the grant;
- Costs of preparing reports to HUD; and
- Costs associated with conducting audits of the grant.

3. OCD'S ADMINISTRATIVE COST POLICY

As the S+C grantee, OCD has determined that the administration will be distributed as follows: OCD to receive 1.5% for administration and each SA receiving 6.5%. Each SA has submitted a 5 year budget for eligible administrative costs based upon this guidance. OCD has reviewed and approved each SA's Administrative Budget. The Administrative Budget is part of the Cooperative Endeavor Agreement between OCD and the SA.

If needed, the SA will request a budget amendment to OCD in order to modify its S+C Administrative Budget per the Cooperative Endeavor Agreement.

B. Use of Grant Savings

"Grant savings" may occur for many reasons. In most cases, the actual costs of rental assistance are lower than the amount used to calculate the grant. This happens for several reasons. First, most participants contribute something to their rent, so they do not need the full "fair market rent" (FMR) subsidy. In addition, in some communities, sponsors are able to find units to lease that are less than the local FMRs. Finally, the grant award is based on the assumption that all units are leased up 100 percent of the time.

The LA S+C PSH Program must serve at least as many participants as shown in the application to HUD (1,027 participants). Therefore, OCD (as the S+C grantee) working closely with the Subsidy Administrators must determine that there are sufficient grant funds available to assist the specific number of participants through the grant term before using grant savings for other purposes.

OCD POLICY ON “GRANT SAVINGS”

As the S+C grantee, OCD has developed a policy on the use of grant savings.

OCD’s policy guidance for the use of S+C “grant savings” is as follows:

- Allow annual rent increases (consistent with rental reasonableness);
- Allow vacancy payment for the remainder of the month that the participant vacated;
- Allow S+C funds to be used to for a security deposit up to one month’s rent; and
- All other grant savings activities will require OCD approval.

OCD will conduct further discussions with individual SAs regarding the allowable uses of grant savings. OCD will monitor grant savings in each SA jurisdiction and make policy decisions as needed.

C. S+C Program Changes

Occasionally, after a S+C program is underway, it may be necessary to alter the program to accommodate unanticipated changes. Given the size and complexity of the LA S+C PSH Program, both HUD and OCD expect some program modifications to be needed at some point during the five year term. OCD expects the S+C Subsidy Administrators to work cooperatively with OCD (as the S+C grantee) to obtain the approvals needed to makes these changes.

1. SIGNIFICANT PROGRAM CHANGES

When the program change is significant, OCD (as the S+C grantee) must seek and receive **written approval from HUD**. Some examples of significant changes include:

- A change in sponsor (Subsidy Administrator);
- A change in the target population to be served.
- A change in project site for S+C project-based rental assistance.
- A change in component.

If such a program change is required by a Subsidy Administrator, the SA shall request approval for the specific program change with appropriate justification in writing to OCD in order to seek approval from HUD.

2. OTHER PROGRAM CHANGES

Other program changes that require OCD approval include:

- Change in the mix of unit sizes;
- Approve rents over 110% of FMR from the time of the grant award;
- Use of S+C grant savings other than the OCD Policy stated previously;
- Serving more participants; and
- Changing S+C sponsor-based rental assistance sites.

3. CHANGES IN UNIT SIZES AND CONFIGURATION

OCD's S+C application to HUD requested grant funds by bedroom size. However, during the course of a grant period, there may be changes in the composition of the households of participants (i.e., due to births, deaths, reunification, etc.). Reasonable changes to the mix of unit sizes may be undertaken during the grant period for tenant-based rental assistance or scattered-site sponsor-based rental assistance component projects with OCD's approval.

However, it is critical that throughout the term of the grant, OCD (as the grantee) and the Subsidy Administrators have enough funds to meet the obligation of serving the number of homeless individuals/families in their service area which was included in both OCD's application to HUD and the SA's application to OCD. If providing larger unit sizes would not leave a SA with sufficient grant funds to assist the obligated number of participants throughout the remainder of the grant period based on the SA's commitment in its Cooperative Endeavor Agreement, then OCD will not allow a SA to lease larger units.

Both OCD and each SA will carefully monitor grant funding and sponsor use of funds to ensure that the correct number of participants is served at all times.

Per S+C regulations, an SA with S+C project-based rental assistance component may not change the unit configuration.

CHAPTER FOUR

LANDLORD/SPONSOR OUTREACH

A key element to an effective S+C Program is maintaining good relationships with landlords and sponsors of quality, rental housing. OCD expects Subsidy Administrators to develop and foster close working relationships with landlord and local sponsors who agree to target rental units for S+C participants. For both the project and sponsor-based components, the Subsidy Administrator will be responsible for the solicitation of prospective sponsors and landlords to dedicate specific units for S+C eligible participants. For the tenant-based component, the SA will reach out and engage local landlords that own attractive, accessible rental housing in their community.

A. S+C Project-Based Rental Assistance

Each SA using the project-based component has developed a process to select units/owners and assessing potential projects. Each SA established their outreach and marketing approach in their S+C application to OCD. After receiving and assessing proposal(s) for project-based rental assistance, the SA will make recommendation(s) to OCD regarding a S+C commitment. OCD will provide a review template to the SAs to facilitate the approval process. OCD will assess a variety of factors including the landlord's experience and capacity, quality and amenities of the housing, location of the housing, and accessibility of the housing to support services and community amenities. OCD will make a determination (approving/denying) regarding the SA's proposal within 7 days of receipt. Once OCD has approved the landlord/project, the SA can move to execute the S+C Rental Assistance Agreement (discussed in Chapter 6 of this Manual) with the landlord.

B. S+C Sponsor-Based Rental Assistance

Each SA using the sponsor-based component has developed a process to select units/owners and assessing potential projects. Each SA presented their outreach and marketing approach in their S+C application to OCD. After receiving and assessing proposal(s) for sponsor-based rental assistance, the SA will make recommendation(s) to OCD regarding a S+C commitment. OCD will provide a review template to the SAs to facilitate the approval process. OCD will assess a variety of factors to include the sponsor's experience and capacity, quality and amenities of the housing, location of the housing, and accessibility of the housing to support services and community amenities. OCD will make a determination (approving/denying) regarding the SA's proposal within 7 days of receipt. Once OCD has approved the sponsor/project, the SA can move

to execute the Rental Assistance Agreement (discussed in Chapter 6 of this Manual) with the landlord.

C. S+C Tenant-Based Rental Assistance

In their S+C proposal to OCD, each SA, providing tenant-based rental assistance, proposed their process to identify units/owners who will agree to make units available to S+C participants. The SA will then draw from this “pool of interested landlords” when working with individual S+C participant in their housing search for a rental unit that meets their needs. The SA shall limit where the participant will live to the LLA’s service jurisdiction in order to facilitate access to services.

D. Conversion of S+C Eligible Household receiving Transitional Rental Assistance

The Subsidy Administrator shall provide an absolute preference for a S+C eligible household currently receiving transitional rental assistance through one of the following programs – DSS’s Transitional Assistance Program (TAP) or OMH bridge subsidy program². Each SA must work closely with their respective LLA to identify the S+C eligible participants living in these two transitional housing programs and work to transfer these participants from the transitional rental assistance to S+C rental assistance. S+C eligible households include those TAP/OMH participants who were living in a shelter or on the streets before entering either the TAP or OMH program.

Regardless of which S+C component the SA is managing, the SA in coordination with the LLA will work with the landlords where these S+C eligible participants reside to:

- Engage and educate them about the S+C Program and the process to swap forms of rental assistance; and
- Execute an S+C Rental Assistance Agreement between the SA and the landlord.

In their S+C proposal to OCD, each SA described how they will incorporate any existing PSH units to be transitioned to S+C assistance. The SA and their respective LLA are required to include a description of this process in their memorandum of agreement.

² OMH Bridge Subsidy Program operates in Jefferson and Orleans parishes.

CHAPTER FIVE

REFERRAL, ELIGIBILITY SCREENING AND PARTICIPANT SELECTION

A. Outreach and Referral Process

OCD expects the SAs to collaborate with their respective CoCs as well as their LLA to reach out and engage homeless households that may be eligible for the S+C PSH Program. OCD expects each SA to develop an outreach and referral plan within their S+C Policies and Procedures as well as address outreach and referral responsibilities in the agreement between the SA and the LLA.

B. S+C Eligibility

Eligibility for the LA S+C PSH Program is based on the following:

1. The Applicant must meet HUD's definition of "disabled" and be eligible to receive services through the LLA's Housing Support Teams (i.e. PSH eligibility determined by the LLA). (see **89 for HUD's definition of disabled**).
2. The Applicant must meet the income guidelines of the housing program for which applied (see **Section D, below, "Verification of Eligibility"**).
3. The Applicant must meet HUD's definition of homelessness to qualify for Shelter Plus Care (S+C). (see **page 88 for HUD's definition of homelessness**).

In order to remain consistent with intent of the federal statute providing these S+C funds, the SA shall also make efforts to identify S+C eligible households that were also hurricane displacees (see **page 89 for definition**) to the extent possible.

C. S+C Application Process

1. S+C APPLICATION

The purpose of the S+C application is to collect relevant information necessary to assist in determining eligibility and selecting participants. SAs must complete the application and accompanying verifications (homeless, disability, income) which must be current within the last 60 days. Applications that are accepted by the SA must be filed at the

office of the SA, in an individual participant file. Applications that are denied should be retained and filed together by the SA. OCD requires all SAs to use the standard LA S+C PSH Program Application (see **Appendix A-2**).

2. S+C APPLICATION POLICIES

- a. The SA working with the applicant completes the S+C Application (see **Appendix A-2, Application for Shelter Plus Care**). The SA will verify disability, income and homeless status. The SA will also coordinate with the LLA to verify PSH eligibility which allows the applicant to access the LLA's supportive services.
- b. The SA will then consider the applicant within the SA's process to select S+C participants based on objective criteria to determine who is most in need of a S+C subsidy. The SA shall include the LLA within this process. The SA shall detail their selection process in their Policies and Procedures.
- c. The SA will establish a policy for maintaining a pool of eligible applicants if there are more eligible applicants than units available.
- d. Upon acceptance into the S+C program, the SA will arrange a briefing that must be attended by the applicant. At the briefing, the applicant is given information concerning the rules and regulations of the program as well as fair housing information.
- e. The SA is responsible for developing their own Policies and Procedures that specify how the application, eligibility screening and selection process will work and how the LLA will be involved in this process.
- f. The SA is responsible for adopting policies and procedures that insure that applicants with disabilities are given reasonable accommodations in the application procedures. These include, if necessary, assistance in gathering and submitting documentation and other information in support of eligibility and documenting a need for accommodations.

3. S+C APPLICATION PROCEDURES

- a. Applications must be filled out completely and signed by the applicant as required. The SA, *at its discretion, may send back any applications that are not completely filled out.* At a minimum, the application packet should consist of:

- Application for Shelter Plus Care
 - Verification of Disability
 - Verification of Homelessness
 - Verification of Income
 - Verification of Chronic Homelessness (if needed)
 - Verification of PSH Eligibility (from the LLA)
 - Release of Information Form
 - Required HMIS Information
- b. The application is reviewed by SA staff for completeness. The date and time are noted at the top of the application and/or stamped by fax machine. A determination of the applicants' eligibility is made based upon information provided in the application. If the applicant is eligible, the SA shall consider the eligible applicant based on its approved selection process.
- c. Upon acceptance into the S+C program, the SA will contact the applicant to schedule the briefing.

4. VERIFICATION OF S+C ELIGIBILITY

- a. The SA is responsible for verifying eligibility based on disability, income and homelessness before accepting the household as a S+C participant. In order to help prevent fraud, the SA staff should be observant of any obvious discrepancies between information supplied and verbal communication during the course of his or her briefing. The SA shall obtain written documentation that verifies all sources of income. All such documentation shall be kept in the individual's program file.
- b. Applicant income eligibility is based on having a gross annual income of 50% of the median household income (a.k.a. "very low income") as established by HUD for the applicable region (see **Appendix C, Fiscal Year 2009 Louisiana Income Limits**). HUD updates its data on median household income annually; the latest median income information can be found at <http://www.huduser.org/datasets/il.html>. The SA shall utilize the higher of the State or the Parish 50% median income limit.
- c. In practice, most written documentation of income is provided to the SA by the applicant in the form of pay check stubs or documents verifying Social Security income or income from other mainstream sources of assistance such

as TANF. Applicants are required by law (24 CFR Sec. 582.310) to provide all such documentation as a condition of participation in the Shelter Plus Care program.

- d. If, after review, more information is required to verify an applicant household's income, the SA shall obtain it through additional written or personal third-party contact with the appropriate entities. All information obtained through personal contact shall be documented in a memorandum and signed by the reporting SA staff member.
- e. If the SA is unable to obtain necessary income documentation from either the applicant or third parties after making a documented good-faith effort to do so, the SA should contact OCD for assistance.
- f. If the SA determines that an applicant is ineligible because of income, the applicant shall be informed by the SA in writing. The letter shall provide the applicant the right to an appeal (see OCD Appeal Policy, page 77).
- g. All applicants may be required to submit to the SA a copy of their most recent federal income tax form if available.
- h. If more than 60 days have passed between the time information was verified and the applicant briefing, it may be necessary to re-verify household income and expense information.

5. VERIFICATION OF HOMELESS ELIGIBILITY

- a. SA will verify homelessness based using the guidance below:

Homeless Situation:	Then you need to:	Documentation Required:
On the streets or places not meant for human habitation	Document homeless status	<ul style="list-style-type: none"> • Certification from an outreach worker or organization on respective agency letterhead • <u>If unable to verify in this manner</u>, the applicant or a staff member may prepare a short written statement about the participant's previous living place and

		have the participant sign the statement and date it.
Homelessness Situation	Then you need to:	Documentation Required
Emergency Shelter	Verify from the emergency shelter staff that the person has been residing at the emergency shelter	<ul style="list-style-type: none"> • Written, signed, and dated verification from the shelter on their letterhead, stating the individual has been a resident.
Transitional/Supportive Housing (TH) but having come from the streets or emergency shelter	Verify with the transitional housing staff that the participant has been residing at the transitional housing	<ol style="list-style-type: none"> 1. Signed statement from the transitional housing staff indicating that the individual is a resident and how long the individual has been in TH; <u>and</u> 2. Referring agency's signed and dated verification (from the participant's file) stating the individual's homeless status (i.e. streets or shelter) when he/she entered the program.
Short-term stay (up to 30 consecutive days) in an institution but having come from the streets or in an emergency shelter	Verify from the institution staff that the participant has been residing at the institution and was homeless before entering the institution	<ul style="list-style-type: none"> • Written verification, on letterhead, from institution's staff that the participant has been residing in the institution for less than 31 days; <u>and</u> • Information on the previous living situation. Preferably, this will be the institution's written, signed, and dated verification (on letterhead) of the individual's

		homeless status (i.e. streets or shelter) when he/she entered the institution.
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b. Chronic Homelessness

1. HUD's Annual Progress Report asks programs to report some data specifically for those participants it is serving who meet the definition of chronically homeless. As such, SAs will need to track participants based on their status as chronically homeless and will need to begin documenting a participants' chronic homeless status. See **page 88 for HUD's definition of chronic homelessness**.

2. Chronic Homelessness Documentation

OCD requires that SAs maintain proper documentation for chronic homelessness – regarding both the disability and length/frequency of homelessness. Proper documentation is written, 3rd party verification, on letterhead, from a homeless shelter provider, outreach worker, Health Care for the Homeless agency, or other human service providers (food pantries, social workers, etc.). A self-statement is considered the last option. SAs shall track data related to chronic homelessness in order to satisfy all HMIS requirements. (see **Chapter 9**).

In the program's guiding principle, OCD set the following goal that "At least 50% of the S+C rental assistance shall be targeted to chronically homeless individuals." OCD expects SAs to have policies and procedures in place in order to effectively screen, document, accept and track chronically homeless individuals.

6. VERIFICATION OF DISABILITY STATUS

a. SA shall obtain verification of disability status in the following two ways:

1. Verified through signed Verification of Disability Form (see **Appendix A-3**) or
2. Verified through receipt of Supplemental Security Disability Income (SSDI) or Supplemental Security Income (SSI) if the SA obtains written verification from the Social Security Administration (SSA) that the disability is one of the targeted populations within the grant

b. Key to the definition is determining that the impairment is of long-continued and indefinite duration AND **substantially impedes** the person's ability to live independently.

*For example, drug or alcohol abuse or an HIV/AIDS condition that does not substantially impede a person's ability to live independently **does not** qualify as a disability in the S+C Program.*

c. If not from SSA, written documentation that a person's disability meets the program definition must come from a credentialed psychiatric or medical professional trained to make such a determination. The possession of a title such as case manager or substance abuse counselor does not by itself qualify a person to make that determination. "Self-certification" is also unacceptable.

7. Verification of Household Information

- a. The applicant shall complete, sign and date all additional required forms. In addition, all other adult household members shall sign all required forms.
- b. Identification documents should be submitted for all household members when available. A valid driver's license or other acceptable picture identification (e.g., a state-issued non-driver identification or military identification) should be submitted for all members who are 18 years of age or older; picture identification for children under 18 should be submitted if available. Birth certificates must be submitted for all children under the age of 18. Copies shall be placed in the applicant's file. The SA shall make every effort to obtain appropriate identification documents. However, OCD recognizes that there may be a need for the SA to waive this requirement (i.e. chronic homeless individual).
- c. Applicants and family members should submit documentation of their complete and accurate Social Security numbers; a Social Security card or a letter from the federal Social Security Administration indicating the applicant's number. This requirement includes subsequent declaration in instances where a household adds a new member. Families currently receiving rental assistance payments must disclose this information at annual re-certification time.
- d. Applicants who are divorced or separated and claiming to have custody of minor dependent children may be required to provide a copy of their divorce

decree or most recent court-approved child custody documents. For children returning home, the SA will require a letter with the child or children's names that are returning home and the date they will be returning.

8. ASSISTANCE TO NON-CITIZENS

HUD offers the language below as guidance to grantees regarding providing S+C assistance to noncitizens:

The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 imposes restrictions on eligibility for receipt of public benefits. Governmental entities should consult with their legal counsel for interpretation. Non-profit charitable organizations are not required to, but may, verify an applicant's citizenship or immigration status. If a non-profit elects to do so, they should also consult with legal counsel, as they must follow the procedures required by the Act.

SAs shall establish a policy consistent with the HUD's guidance (see above) on assistance to non-citizens.

9. Request for Reasonable Accommodation

At time of application to the S+C Program, the SA shall provide the application with a summary outlining what a reasonable accommodation is and the process in which the applicant may make a request to the SA. The SA shall insure that participants who, because of disability, may need assistance in obtaining documentation of the need for accommodations are given all necessary assistance. OCD's reasonable accommodation policy is outlined later in Chapter 9 of this manual.

D. Occupancy Standards

1. HOUSEHOLD DEFINITION

A 'household' is all persons who occupy a housing unit. The occupants may be a single family, one person living alone, or any other group of related or unrelated persons with disabilities who share living arrangements. In calculating annual household income, income from each member of the household is to be considered. (CPD – Community Development – Rules and Regulations – Policy Memoranda – Income Guidelines 12/2/03)

2. HOUSEHOLD COMPOSITION STANDARDS

The SA shall determine the rental unit size shall be in accordance with the following table:

Rental Assisted Unit Bedroom Size	Number of Persons	
	<i>Minimum</i>	<i>Maximum</i>
1	1	2
2	2	4
3	3	6
4	5	8

In addition, the family composition shall be taken into account and the bedroom size listed based on the following:

Unit Size	Family Composition
1	1 adult or 2 adults (couple)
2	2 adults of the same or opposite sex living together in a non-conjugal relationship
2	1 adult and 1 child
2	2 adults (couple) and 1 child
2	1 adult and 2 same-sex children
2	1 adult or a couple and 2 opposite sex children, both under 6 years of age
3	1 adult or a couple and 2 opposite sex children when one child is at least 6 years of age
3	1 adult and 3 same sex children <u>or</u> opposite sex children all under 6 years of age
3	2 adults (couple) and 3 children
3	1 adult or a couple and 4 children (either all of the same sex <u>or</u> any combination where 2 children of the opposite sex will not share a bedroom unless both are under the age of 6 years)
4	1 adult or a couple and 4 children, 3 of the same sex and 1 of the opposite sex, when all children are at least 6 years of age
4	1 adult or a couple and any 5 to 7 children, providing children do not have to share a bedroom with the parent(s) <u>or</u> with a child of the opposite sex when either is over the age of 6 years

The SA shall maintain the discretion to contract for a higher BR size rental unit as long

as the contract rent amount does not exceed the FMR for the BR size that the S+C household is determined to eligible for (based on the tables above).

Requests for exceptions (i.e. reasonable accommodation) because of health needs or other circumstances shall be considered by the SA on a case-by-case basis and must be accompanied by appropriate documentation such as a doctor's statement.

3. LIVE-IN AIDE

A live-in aide is a person who resides with an elderly, handicapped or disabled person who:

- Is determined essential to the care and well-being of the person **and**
- Is not obligated for the financial support of the person **and**
- Would not be living in the unit except to provide the necessary supportive services.

The household must provide a licensed professional's certificate that the live-in aide is essential to the care or well-being of the tenant.

A live-in aide qualifies for occupancy only so long as the individual needs support services and may not qualify for continued occupancy as a remaining household member. The income of a live-in aide is not counted as a part of the household income.

CHAPTER SIX

INITIAL LEASING ACTIVITIES

A. Rent Reasonableness

1. HUD requires that all rents for units assisted by the Shelter Plus Care Program be “reasonable”. The SA shall determine whether the rent being charged for an assisted unit is:
 - a. reasonable in relation to rents being charged for comparable unassisted units with similar features and amenities; and
 - b. not more than rents currently being charged by the same owner for comparable unassisted units (Section 582.305(b)).
2. SAs shall conduct annual rent reasonableness surveys on all units rented by S+C participants. In addition, surveys shall be conducted for all units about to be rented by new program participants; when a participant moves to a different unit; and when a landlord raises or lowers an existing participant’s contract rent.
3. The rent for a Shelter Plus Care-assisted unit may not exceed the reasonable rent for that area. The SA must consult with OCD before approving a lease with a contract rent that exceeds 110% FMR at the time of grant award. OCD shall consider approval of contract rent requests over 110% of FMR.
4. SAs shall use the enclosed form for rent reasonableness certification to document a rent reasonableness determination (see **Appendix A-9, Rent Reasonableness and Rent Comparability Forms**). The form must be renewed annually and kept in each participant file for the full period that Shelter Plus Care assistance is provided.
5. It is imperative that the SAs be in possession of the most recent Fair Market Rent data. HUD’s FMR data is updated annually and is available at:

<http://www.huduser.org/datasets/fmr.html>

B. Determination of Participant's Rent

This section will provide guidance to SAs to successfully perform rent calculations for a S+C participant.

1. MAXIMUM/MINIMUM RESIDENT RENT

a. Maximum Resident Rent

Participant rent in the S+C program must be the highest of:

- 30 percent of the family's monthly adjusted income;
- 10 percent of the family's monthly gross income; or
- The portion of the family's welfare assistance, if any, that is designated for the payment of rent.

b. Minimum Resident Rent

Under the S+C program, the SA is required to charge a participant rent. However, if a participant has \$0 income after performing the rent calculation, the rent charged would be \$0.

2. CALCULATING MAXIMUM RESIDENT RENT

The SA must perform rent calculations to ensure that it is not exceeding the maximum allowable rent.

a. Rent Calculation Process

To determine the maximum rent payment, the SA shall conduct the following steps:

1. Calculate 10 percent of monthly gross income. Determine whether the resident has income. The types of income listed in Table A on page 46 include the most common sources. Exclude any income that is from a source listed in Table B on pages 47-49. Total all eligible income to determine annual gross income; divide by 12 to determine monthly income; and then multiply by 0.1 to get 10 percent.
2. Calculate 30 percent of monthly-adjusted income. Deduct the items listed on page 47-49 from the resident's annual gross income to determine annual adjusted income; divide by 12 to determine monthly-adjusted income; and multiply by 0.3 to get 30 percent.

3. Determine whether the conditions are present to consider a welfare rent, and if so, determine the amount. If the resident receives public assistance and you are unsure whether a welfare rent applies, check with the HUD Field Office's Public Housing Division or the closest Public Housing Agency.
4. Determine which of the above three items is highest. The S+C resident must pay the highest of the three items above.

b. Process for Determining Annual Gross Income

The definitions of annual gross income, adjusted income, and welfare rent and the allowable deductions and adjustments to income are described in detail in *HUD CPD Notice 96-3* (see **Appendix G**) and can also be found in regulation at 24 CFR Part 5 Subpart F.

The SA should keep in mind the following when making these calculations:

- Types of income that must be included are employment income, social security, welfare assistance, unemployment benefits, and disability or worker's compensation.
- Some income may be eligible for exclusion. Examples include income earned by children under age 18, payment received for the care of foster children or adults, and reimbursement for the cost of medical expenses. These amounts are subtracted from household income before the rent contribution is calculated.

1. Income that Must be Included

For purposes of determining resident rent, annual gross income is the total income of all family members, excluding any employment income of children under age 18, from all sources anticipated to be received in the 12-month period following the effective date of the income certification.

As noted below, with respect to minors, income other than that from employment must be included. Annual gross income includes, but is not limited to:

Table A

INCOME TO BE INCLUDED IN RENT CALCULATIONS	
(A)	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses, and other compensation for personal services.
(B)	The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including lump sum payment for delayed state of a periodic payment, but see section C under Exclusions below.
(C)	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (but see section B2C below).
(D)	Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State, or local governments (e.g., TANF, AFDC, SSI, and general assistance available through state welfare programs).
(E)	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
(F)	Net income from the operation of a business or profession.
(G)	Interest, dividends, and other net income of any kind from real or personal property.
(H)	All regular pay, special pay, and allowances of a member of the Armed Forces, except special hostile fire pay.

2. Income that Must be Excluded

Annual gross income does **not** include:

Table B

INCOME NOT TO BE INCLUDED IN RENT CALCULATIONS	
(A)	Income from employment of children (including foster children) under the age of 18 years.
(B)	Payments received for the care of foster children or foster adults (usually individuals with disabilities; unrelated to the tenant family, who are unable to live alone).
(C)	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal property or property losses (but see section B1c above).
(D)	Amounts received by family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
(E)	Income of a live-in aide as defined in Section 813.102
(F)	The full amount of student assistance paid directly to the student or to the financial institution.
(G)	Amounts received under training programs funded by HUD.
(H)	Amounts received by a disabled person that are disregarded for a limited time for purposes of SSI income eligibility and benefits because they are set aside for use under a Plan for Achieving Self-Support (PASS).
(I)	Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
(J)	A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.
(K)	Compensation from state or local employment training programs and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only

INCOME NOT TO BE INCLUDED IN RENT CALCULATIONS	
	for a limited period as determined in advance.
(L)	Temporary, nonrecurring or sporadic income (including gifts).
(M)	For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under laws of that government by persons who were persecuted during the Nazi era.
(N)	Earnings in excess of \$480 for each full time student 18 years old or older (excluding the head of household and spouse).
(O)	Adoption assistance payments in excess of \$460 per adopted child.
(P)	Deferred periodic payments of SSI income and social security benefits.
(Q)	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling; Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
(R)	Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that included assistance under the U.S. Housing Act of 1937.
	1. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b)).
	2. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (43 U.S.C. 5044, 5058).
	3. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626).
	4. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e).
	5. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)).
	6. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)).
	7. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub.L.94-540, 90 Stat. 2503-2504).
	8. The first \$2,000 of per development shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an

INCOME NOT TO BE INCLUDED IN RENT CALCULATIONS	
	Indian tribe by the Secretary of Interior (25 U.S.C. 117).
9.	Scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal Work-Study program or under the Bureau of Indian Affairs student assistance programs that are made available to cover the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of a student at an educational institution (20 U.S.C. 1087uu).
10.	Payments received from programs funded under Title V of the Older Americans Act of 1965 (U.S.C. 3056 (f)).
11.	Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.).
12.	Payments received under Maine Indian Claims Settlement Act of 1980 (Pub.L. 96-420, 94 Stat.1785).
13.	Earned income tax credit refund payments received from the Internal Revenue Service on or after January 1, 1991. Payments may be received in a resident's regular pay or as a single sum payment.
14.	Payments received as AmeriCorps Living allowances (29 U.S.C. Sec. 1552).
15.	Payments received under the WIC-Supplemental Food Program for Women, Infants, and Children.
16.	Payments received under the National School Lunch Program (42 U.S.C. 175-176).
17.	Payments received under the Child Nutrition Act (42 U.S.C. 1771-1778).
18.	Payments received under the Child Care Block Grant Act of 1990.

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16.	Payments received under the National School Lunch Program (42 U.S.C. 175-176).
17.	Payments received under the Child Nutrition Act (42 U.S.C. 1771-1778).
18.	Payments received under the Child Care Block Grant Act of 1990.

C. Process for Determining Annual Adjusted Income

The SA must use the enclosed HUD Resident Rent Calculation Form (**see Appendix A-11**) in order to determine a participant's annual adjusted income. This rent calculation form is intended to help the SA make these calculations. The SA shall maintain a completed Resident Rent Calculation Form in each program participant's individual file. Annual adjusted income is determined by deducting from annual gross income the items listed below.

1. \$480 Per Dependent. \$480 must be deducted for each dependent. Dependents include household members who are under 18, handicapped, disabled, or full-time students, but not any of the following: the family head, spouse, or foster child/adult.
2. Reasonable Child Care Expenses anticipated during the period for children 12 and under that enable a household member to work or pursue further education are deducted. The amount deducted for childcare to enable a person to work may not exceed the amount of income received from such work. In addition, childcare expenses may not be deducted if the individual is reimbursed for these expenses.
3. Handicapped Assistance Allowance. The handicapped assistance allowance covers reasonable expenses anticipated during the period for attendant care (provided by non-household member) and/or auxiliary apparatus for any handicapped or disabled household member to work. The amount of expense that exceeds three percent of annual gross income is deducted, provided the resident is not reimbursed for the expenses and the expenses do not exceed the amount earned by adult household members as a result of the handicapped assistance.
4. Medical Expenses of Elderly or Disabled Residents. The amount that may be deducted for anticipated medical expenses not covered by insurance or unreimbursed, generally equals the amount by which the sum of handicapped assistance expenses, if any, as described in section C3 above, and medical expenses exceeds three percent of annual gross income.
5. \$400 Per Elderly or Disabled Family. This allowance is provided to any family whose head of household, spouse, or sole member is at least 62 years old or is

handicapped or disabled. Only one allowance can be provided per S+C household.

D. Utility Allowance

OCD requires the SA provide S+C participants with a utility allowance for those utilities that the participant is responsible for paying. The SA determines the Shelter Plus Care utility allowance as described below. For most households participating in the S+C Program the utility allowance is given by deducting the allowance from the amount of rent the household owes each month. In some cases, a utility reimbursement will be owed to the participating household. Such reimbursements are paid directly to the utility provider of the participant's choice (see #3., below). OCD requires the SA to develop a policy and procedure to pay the utility company directly if needed.

1. To determine the appropriate utility allowance, the SA shall obtain utility allowance schedules for their area from the local Public Housing Authority. The appropriate utility allowance schedule will be selected for each participant based on the utilities in the unit.
2. It is **essential** that SA obtain and use only the most current utility allowance schedules from the appropriate Public Housing Authority.
3. Any utility reimbursements must be paid directly to the appropriate utility providers. Participants must select the utility provider to receive the payment. This information must be provided by the participant in writing, along with a copy of their most current utility bill. This information shall be collected from the participant when the S+C Rental Assistance Payment Agreement is executed and each year at Annual Re-Certification.
4. When documenting the information above, the SA staff should also ensure that the utilities account in question is in the name of an adult living in the assisted household.

E. Housing Search/Match

Below is a discussion of OCD's policies and expectations regarding the conduct of housing search/match activities.

1. TENANT-BASED COMPONENT

The SA working with the LLA and/or the Housing Support Team will support the participant to conduct a housing search to identify an appropriate apartment. The extent of involvement by the LLA and HST in the housing search process will vary by LLA jurisdiction. In general, the SA should work with the participant to identify an apartment and execute a S+C Rental Assistance Contract between the SA and the landlord in an expeditious manner. OCD expects the SA to work with the S+C participant to limit the period of the housing search and monitor the time necessary for accessing housing through the S+C program.

The SA is encouraged to identify a portfolio of apartments owned by landlords who will accept S+C rental assistance. This pool of apartments and landlords will help facilitate/expedite the housing search process. The SA shall provide additional information on the housing search activities to be conducted in the SA's S+C Policies and Procedures Manual.

2. SPONSOR-BASED AND PROJECT-BASED COMPONENTS

The SA working with the LLA and the Housing Support Team will support the participant to identify an appropriate housing match from available sponsor or project-based units. The extent of involvement by the LLA and HST in the housing match process will vary by LLA jurisdiction. The SA is encouraged to identify and maintain a diverse portfolio of S+C sponsor or project-based assisted units that will meet the needs and preferences of participants.

F. Housing Quality Standards Inspection

1. Any unit approved for rental assistance payments must conform to the Housing Quality Standards (HQS) set forth in the Code of Federal Regulations and outlined in the HQS Inspection Form (see **Appendix A-10, HQS Inspection Form**).
2. Prior to execution of the S+C Rental Assistance Agreement, the unit will be inspected by the SA (i.e. qualified personnel trained to conduct HQS inspections) and the results documented on the HQS Inspection Form. If deficiencies are found, the owner shall be informed and shall be required to correct all deficiencies prior to execution of the S+C Rental Assistance Agreement. Additional inspections may be conducted periodically.
3. On initial inspection, the SA has the right to fail a unit if they feel the landlord

- will not make the repairs in a reasonable time or if there are many deficiencies noted on the first inspection. The SA will notify the landlord in writing that the unit has been rejected and that the program participant will be seeking another unit.
4. On the initial inspection, the SA shall resolve all issues and certify HQS prior to the execution of the S+C Rental Assistance Agreement and prior to the participant moving into the unit.
 5. After initial lease-up, each unit shall be inspected annually. If deficiencies are found, the owner and tenant shall be informed in writing. The owner is responsible for completing all necessary repairs within 30 days, as stated on the notice. If the HQS violation constitutes an emergency situation and is life threatening, as determined by the SA, the landlord shall make necessary repairs in no more than 24 hours. All units failing Housing Quality Standards will be re-inspected to determine compliance. If a unit does not meet HQS within the time frame set out on the HQS Notice of Violation, the S+C rental assistance payment may be withheld on the first day of the following month. If the required repairs are not completed within the next 30 days, the S+C Rental Assistance Agreement may terminate immediately. When a S+C Rental Assistance payment is withheld, the SA will notify both the owner and the tenant in writing. This notification will inform both of the possibility of contract termination. If this type of situation arises, the SA shall also notify OCD in a timely manner.
 6. OCD will randomly conduct quality control inspections of S+C units to insure HQS standards and compliance as part of its monitoring activities.

G. Leasing Requirements

OCD expects the SA to utilize three leasing documents in order administer the S+C rental assistance. Below is a discussion of these leasing requirements.

1. KEY LEASING DOCUMENTS

The SA shall utilize the following three key leasing documents:

1. ***S+C Occupancy Agreement.*** It is important for the SA to ensure that participants enter into some type of written occupancy agreement with the landlord – that describes the rights and responsibilities of the participant as a tenant. This

document includes standard lease provisions – such as those related to rent payments, maintenance of the unit, etc.

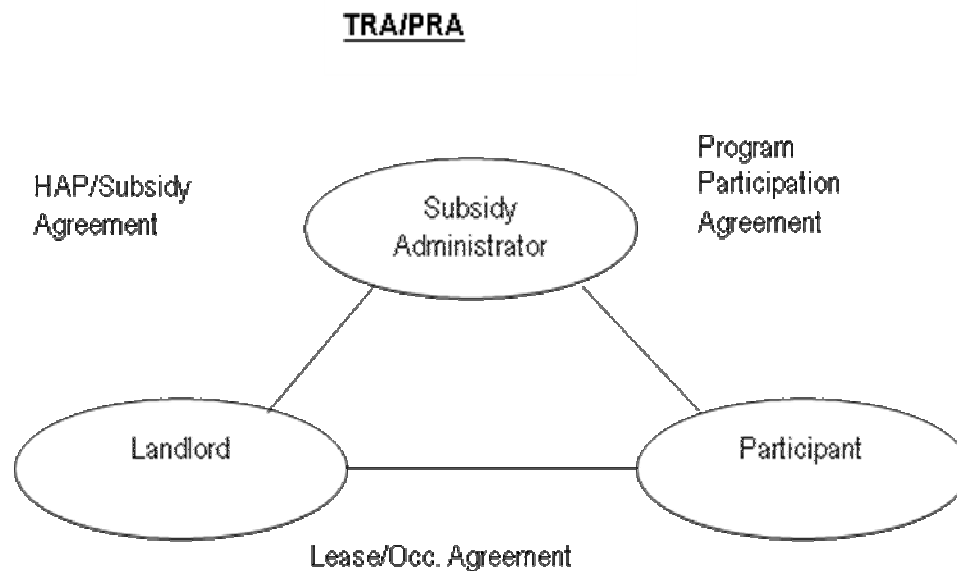
2. ***S+C Rental Assistance Agreement or Housing Assistance Payments (HAP) contract.*** This document binds the SA and the landlord and explains the program expectations that must be met in order for the S+C subsidy to be paid.
3. ***S+C Program Participation Agreement.*** This document binds the participants and the SA and explains the expectations of program participation. This agreement will typically be executed at the S+C Briefing (upon acceptance into the S+C program).

See Appendix A for the standard S+C Occupancy Agreement (**Appendix A-5**), S+C Rental Assistance Agreement (**Appendix A-7**) and S+C Participation Agreement (**Appendix A-6**).

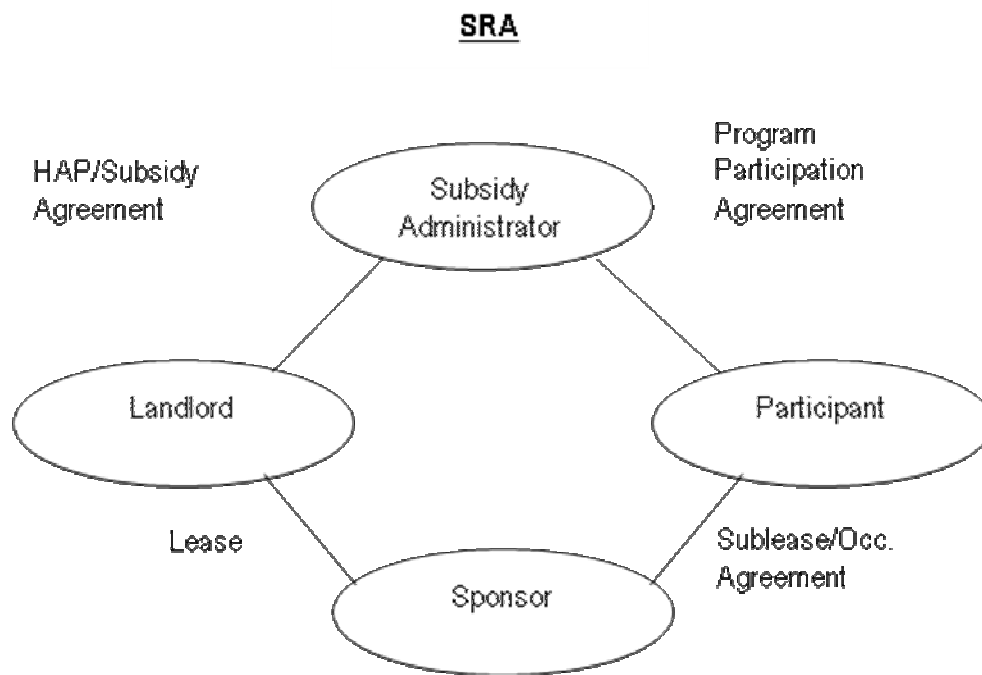
2. LEASING RELATIONSHIPS FOR SHELTER PLUS CARE COMPONENTS

The following diagrams below show how these three documents relate to each other for the three S+C components. For the sponsor-based S+C component, the occupancy agreement will be between the sponsor and the participant and a standard lease will be executed between the sponsor and the landlord.

a. Relationship with Tenant and Project-Based S+C Rental Assistance



b. Relationship with Sponsor-Based S+C Rental Assistance



H. Environmental Review/ Lead Based Paint Policy

1. ENVIRONMENTAL REVIEW REQUIREMENT

HUD's mission, according to the Housing Act of 1949 is: to provide a decent, safe, and sanitary home and suitable living environment for every American. To meet this mission and satisfy other federal environmental standards and requirements, all HUD funded housing programs are subject to Environmental Reviews.

There are different levels of Environmental Review for different S+C activities.

S+C Activity	Level of Review	Regulatory Citation
TRA	Not required.	58.35(b)(1)
SRA and PRA	Categorically excluded from NEPA. Use HUD 1-page form: <i>Environmental Review For Residential Leasing Activities</i> (see Appendix H)	58.35

When an environmental review is required, the reviews are completed by a "Responsible Entity," which is defined as the unit of local government within which the project is located that exercises land use responsibility or, if HUD determines this infeasible, the county, or the State. OCD will serve as the "Responsible Entity" for this purpose.

OCD staff will conduct the appropriate environmental reviews in a timely manner. Ms. Ann Herring of OCD will be the point of contact on Environmental Reviews. Ms. Herring may be reached at Phone: 225-219-9620 or Email: ann.herring@la.gov.

OCD will provide further guidance to SAs regarding their specific environmental review requirements based on their program component.

2. LEAD-BASED PAINT POLICY

a. Overview

All households regardless of composition will be given the brochure “Protect Your Family from Lead in the Home” at the S+C Briefing and be provided with the form “Disclosure on Lead-Based Paint” to complete with their landlord if the landlord has not already provided such form.

b. Inspections

The Lead-Based Paint section of the HQS applies only to dwelling units occupied or to be occupied by families or households that have one or more children of less than 6 years of age, common areas servicing such dwelling units, and exterior painted surfaces associated with such dwelling units or common areas. Common areas servicing a dwelling unit include those areas through which residents pass to gain access to the unit and other areas frequented by resident children of less than 6 years of age, including on-site play areas and child care facilities. (24 CFR 35.1200)

All units as described above will be inspected for Lead-Based paint deterioration as defined in HQS form 52580-A. Procedures as written in section 1.9 of HQS form 52580-A will be followed for needed corrections.

Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

Please refer to 24 CFR 35.1200 and the “Interpretive Guidance, the HUD Regulation on Controlling Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally owned housing being sold (24 CFR Part 35)” if further information is needed.

c. Staff Training

The following information must be reviewed whenever a new SA staff is hired and/or whenever households with children ages six and under enter the Shelter Plus Care program.

- Lead hazards are found not only in peeling paint but also in dust from window sashes and around door jambs, plumbing fixtures, water flowing from lead

pipes, marine painted surfaces, costume jewelry, pottery and in residue on shoes or clothing of people who work with car radiators and batteries (see brochures).

- Lead dust, often found in window sashes, can be a greater hazard than peeling paint.
- Children in households who are members of a “high risk population group” i.e., those that receive Medicaid, TANF, Head Start and/or WIC, receive routine screenings at 12 and 24 months. If not previously screened, children ages 36 to 72 months that are in a high-risk group will also be screened.

d. New Households

If the dwelling unit occupied or to be occupied by families or households will have or expect to have one or more children of less than 6 years of age:

- Inform the head(s) of household about lead hazards often present in housing in the State of Louisiana.
- Provide the S+C participant with “Protect Your Family from Lead In Your Home”
- If in receipt of a S+C tenant-based voucher, advise family to look for housing in buildings built after 1978 or housing that has been recently rehabilitated.
- Advise family to look for housing that is free from peeling, chipped paint not only inside the unit, but also in building common areas and outside where children will play.
- Pay particular attention when conducting initial and also annual HQS inspections in units that will be (or are) occupied by households with children ages six and under. SA staff performing the HQS inspection must evaluate not only the interior of the unit, but also the exterior and common areas of the building, especially areas where children may play.
- Obtain copy of signed “Lead Disclosure Statement” from the Landlord to keep in the tenant file, both initially and at the annual re-certification. In accordance with Louisiana State Law, Landlords are required to provide tenants with the brochure “Protect your Family from Lead in Your Home”, and have them sign a lead disclosure statement.

As soon as a lead hazard is identified (at any point in the household's tenancy) the SA must ask the landlord to remedy the hazard within 30 days. If a reasonable effort is being made to remedy the hazard but it takes more than 30 days, the SA has the discretion to stop the S+C Rental Assistance Agreement until the unit meets HQS.

e. Children with Elevated Blood Levels

If a child living in a S+C subsidized unit develops an elevated lead level or becomes lead poisoned, the SA shall refer the family to appropriate medical treatment to insure that the child receive appropriate care. In addition, the SA must notify OCD of a lead hazard in the S+C subsidized unit. It is the responsibility of the SA to make sure that lead hazard deficiency is corrected by the landlord within 30 days so the unit comes back into compliance with HQS requirements.

The SA is encouraged to use the resources available on the LA's Department of Environmental Quality lead paint webpage -

<http://www.deq.louisiana.gov/portal/tabid/2884/Default.aspx>

CHAPTER SEVEN

ON-GOING OCCUPANCY

A. Working With Landlords

1. LANDLORD OUTREACH

The SA should conduct outreach to landlords and clearly explain the importance of the S+C program for homeless, disabled tenants. Landlords may be reluctant to rent units to people with poor credit reports and housing histories, and possible criminal histories. Successful landlord outreach efforts often stress the benefits of the S+C program including:

- Certainty of payment – as long as the unit continues to meet housing quality standards, the landlord is guaranteed to receive a S+C subsidy payment(equal to the majority of the rent) in a timely manner;
- Support Services – Assurances to landlords that a full range of supportive services are available to participant that need them, 24 hours a day; and
- Landlord Support – Provision of liaison and mediation services between participants and landlords – ensuring that both parties feel supported if problems arise with the participant. The SA should collaborate with their LLA and/or HST to provide liaison and mediation services.

2. LANDLORD PARTICIPATION

a. The SA shall require landlords to provide the following landlord verification in writing prior to execution of the S+C Rental Assistance Agreement:

- Proof of ownership for the specific rental property in the form of a Deed specifying the owner(s);
- Name, address and telephone number of the owner;
- Name(s) of agent or property manager;
- An owner's authorization allowing the agent or property manager to act on their behalf and/or sign documents;

- Tax ID or Social Security Number; and Corporate status of the Owner;
 - Completed federal W-9 form signed by the Owner or Authorized Representative and
 - Conflict of Interest Certification signed by the Owner or Authorized Agent.
- b. Prior to the execution of the S+C Rental Assistance Agreement, the SA shall collect all information above to comprise the Landlord Verification Packet. The SA shall witness the execution of all documents requiring signature by the Owner or Authorized Agent. The SA shall maintain a complete Landlord Verification Packet for each rental unit supported by the S+C program. The SA shall also update the Landlord Verification Packet annually to coincide with the annual tenant and unit re-certification process. See **Appendix B** for the required forms associated with the Landlord Verification Packet.
- c. As provided in 24 CFR Section 982.306, the SA may not approve a unit if the landlord:
1. Is known to have violated obligations under a S+C Rental Assistance Agreement;
 2. Has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
 3. Has engaged in any drug-related criminal activity or any violent criminal activity;
 4. Has a history or practice of non-compliance with the HQS for units leased under federal tenant-based rental assistance programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
 5. Has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - i. Threatens the right to peaceful enjoyment of the premises by other residents;

- ii. Threatens the health or safety of other residents, of employees or contractors of the SA, or of employees of the landlord or other persons engaged in management of the housing;
- iii. Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises;
- iv. Is drug-related criminal activity or violent criminal activity;
- v. Has a history or practice of renting units that fail to meet state or local housing codes; or
- vi. Has not paid state or local real estate taxes, fines or assessments.

For purposes of this section, "landlord" includes a principal or other interested party.

d. In accordance with the Code of Federal Regulations, the SA may give the landlord the following information about an Applicant: 1) name and address (as shown in the Processing Center's records); and 2) the name and address of the Landlord at the Applicant's current and prior address, if applicable.

3. S+C PAYMENT TO LANDLORD

OCD requires the SA to establish policies and procedures to track the timely disbursement and receipt of S+C payments to landlords. The SA shall make rent payment to the landlord no later than 3 days upon receipt of OCD payment. The SA shall utilize the S+C Management Grant Management Workbook to record when all payments were disbursed to landlords. In addition, the SA shall establish a system to verify receipt of S+C payments to landlords. At a minimum, the SA shall develop internal procedures as part of their agency's check reconciliation process to insure that the S+C rental payment is received and cashed by the Owner or Authorized Agent. If it is discovered that a S+C payment was not cashed by the Owner or Authorized Agent, the SA shall further investigate the occurrence and resolve any issues that have arisen.

B. Security Deposit

1. The initial security deposit for the participant will be paid by the SA. The SA will not pay security deposits in excess of the full contract rent.

2. When the tenant moves out of the rental unit, the Owner, subject to state and/or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the participant, damages to the unit or for other amounts the tenant owes under the lease.
3. The Owner must give the participant and the SA a written list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund within 30 days the full amount of the unused balance to the SA.
4. The SA shall use any unused balance of the returned security deposit to pay for a subsequent security deposit. The participant shall pay for any balance required for any subsequent security deposit. OCD may authorize payment of additional security deposits under exceptional circumstances; where such circumstances may exist, the SA must contact OCD for authorization.

C. Absence from S+C Assisted Unit

1. OCD expects S+C rent payments on behalf of a participant to continue if the participant is institutionalized. If this occurs, the SA shall re-calculate the tenant rent to \$0. OCD requires SAs to provide up to 90 days of S+C rental assistance while the participant is institutionalized. For the purposes of this policy, local jails are considered an institution.
2. If the household members are absent from the unit for over 30 days for personal reasons, the S+C participant may request and SA may approve the absence. Before the SA grants approval, the SA shall inform OCD in writing of the approved absence as well as communicate with OCD any change of status. If the absence continues for more than 90 consecutive days, S+C rental assistance payments will terminate. The SA and the LLA shall make final termination of S+C rental assistance. For the purposes of this policy, absence from the unit means **no** family member listed on the lease is living there. The SA shall develop its own policy regarding absence from a S+C unit in its Policies and Procedures consistent with the OCD guidance provided above.

D. Annual/ Interim Re-Certification

1. Annual re-certification is a required annual verification for current participants of a)

household income, b) household composition, c) continuing household HQS compliance, and d) ongoing access to support services through the housing support team. The amount of rent a participant pays toward their contract rent may be increased or decreased as a result of changes documented by the recertification process.

2. The SA shall conduct an interim re-certification at the request of the participant. An interim recertification is a verification of changes in household income or composition reported to the SA by the participant. Such changes should be reported to the SA in writing and include the signature of the participant. Interim re-certifications do not require a new HQS inspection. The SA will not increase a participant's rent whose income increases during the year until the next scheduled annual re-certification.
3. Documentation of household income, household composition, and the extent of medical or other allowable household expenses, and ongoing access to LLA-provided support services shall be obtained in writing by the SA. The SA shall make an appropriate determination as to the new amount, if applicable, of the participant's share of the rent and the amount of the S+C Rental Assistance Agreement's contract rent (i.e. contract or HAP rent), all in accordance with the schedules and procedures established by the Code of Federal Regulations.
4. Assets will be verified in same manner as when the participant entered the program. The LLA will provide written documentation of access to support services provided by the Housing Support Team.
5. All participant rental units shall be inspected by the SA as part of the annual recertification process to ensure that Housing Quality Standards continue to be met participants shall be notified in writing on the impending recertification and inspection at least 30 days in advance.
6. Households reporting the addition of a household member should provide identification documentation for the new member.
7. The SA may use other official documents that contain the Social Security Number as a method of securing social security information.

E. Adjustments of S+C Participant's Rent

1. Adjustments of Tenant Rent shall be made in accordance with recertification procedures (see **Section D., above, "Annual and Interim Re-Certifications"**).
2. When a household's income decreases, the participant's rent shall be adjusted and the adjustment shall be effective the first day of the month following the date the income change was reported by the family. The "date reported by the family" is the date the family completed the request and submitted all verification forms required by the SA.

F. Annual/ Interim HQS Re-Inspection

The SA must conduct physical inspections of all S+C supported unit (regardless of component type) at least annually to ensure that the units continue to meet HQS. The inspection should be coordinated with the annual re-certification of income. Two to three months prior to the anniversary date or the S+C Rental Assistance Agreement, the SA should initiate the HQS inspection process so that the process is complete by the anniversary date. The SA shall conduct interim HQS inspections if requested by the landlord or program participant or upon turnover of the unit to a new participant.

G. Special Circumstances

Death of a Participant

In accordance with 24 CFR 582.5, if a S+C participant dies, the surviving member or members of the household have the right to receive S+C rental assistance until the end of the grant period during which the deceased member was a participant.

If this situation arises, the SA will make a note explaining this situation when submitting their Quarterly Progress Report and Annual Progress Report.

CHAPTER EIGHT

SUPPORTIVE SERVICES

A. Housing Support Team Services

As stated earlier, the Local Lead Agency (LLA) is responsible for ensuring the provision of targeted housing support services. These services will provide the housing-based community support services to support the S+C participants in permanent housing. The LLA's support services are provided through a community-based housing support team model which provides housing stabilization and case management-like services to assist participants in retaining their housing.

B. IHSP Development

Participants should be assessed upon entry into the program and have an individual housing support plan (IHSP) developed. Ideally, the IHSP is developed with the active involvement of the participant. Housing support plans should be developed and tailored to each participant's needs, both at program entry and over time. According to S+C regulations, grantees or their designee must perform ongoing assessments of participants' service needs and make adjustments to service plans as needed. Ideally, the IHSP should be reviewed with the participant at least annually to assess progress toward the participant's goals as well as to make any changes to reflect new circumstances or needs. This is essential so that participants receive the specific services that they need.

The LLA and their Housing Support Team(s) are responsible for developing/updating the Individual Housing Support Plan per DHH's policies for the PSH program and for tracking the provision of support services. The SA and the LLA should collaborate on monitoring individual participant progress as well as progress toward the S+C program goals.

C. Supportive Services Match

As the S+C grantee, OCD is required to provide supportive services, equivalent to (if not more than) the amount of rental assistance provided by HUD. Services may be provided by a variety of entities including SAs, LLAs, the grantee, or social service agencies in the community.

The S+C statute states that supportive services must be offered to S+C participants in an amount equal to or greater than the total S+C rental assistance through the S+C grant.

Grantees must match the aggregate amount of S+C rental assistance with supportive services. The match is overall for the grant period, not year-by-year and each participant does not need to receive the same amount of services as rental assistance.

OCD POLICY ON SERVICE MATCH DOCUMENTATION

OCD will be responsible for coordinating the gathering of match documentation from three primary areas:

- Services provided by the LLA and their Housing Support Teams through the SA;
- Services received from LA's DHH systems of care (i.e. Medicaid related services); and
- Services received from LA's DSS systems of care (i.e. family or youth related services).

The SA will be required to collect service match documentation from the LLA regarding Housing Support Team services (using the PSH supportive services tracking system) and provide it to OCD on a quarterly basis. The SA must also maintain records that document the value of services provided by the LLA. Through these three areas, OCD expects to be able to collect the required service match for the LA's S+C PSH Program. However, OCD reserves the right to set additional requirements for the SA to collect additional service match if needed.

CHAPTER NINE

GENERAL PROGRAM OPERATIONS

A. Reasonable Accommodation Policy

1. Reasonable Accommodation

Federal and Louisiana law prohibit discrimination based on disability in connection with government programs and housing. Section 504 of Rehabilitation Act of 1973 (Section 504) prohibits discrimination in federally-funded housing programs. The Americans with Disabilities Act (ADA), enacted in 1990, prohibits discrimination and requires state and local governments to make their programs, services, and activities fully accessible to people with disabilities. The Fair Housing Act of 1968, as amended, prohibits discrimination in housing and makes it unlawful for any person or organization to fail to make reasonable accommodations in rules, policies, and services to give a person with a disability equal opportunity to occupy and enjoy the full use of a housing unit. All of the above statutes require that individuals with disabilities be given “reasonable accommodations” in rules, policies, practices or services in order to give them an opportunity to participate fully in a program. The ADA and Section 504 also protect family members or others associated with a person with a disability—for example, an adult able-bodied parent caring for a child with a disability must be accommodated so that he or she is not sanctioned for engaging in caretaking needs for a child with a disability.

There are two key principles underlying the bar on discrimination against people with disabilities:

1. Individualized treatment. “Individualized treatment” requires that individuals with disabilities be treated on a case-by-case basis consistent with facts and objective evidence. Individuals with disabilities may not be treated on the basis of generalizations and stereotypes.
2. Effective and Meaningful Opportunity. “Effective and meaningful opportunity” means that individuals must be afforded meaningful access to the Shelter + Care program.

The need for a reasonable accommodation may arise at the time a person is applying for housing, during the tenancy, or to avoid an eviction.

OCD will provide periodic training to SA staff on the Reasonable Accommodation Policy and the process in which to consider a reasonable accommodation request by an applicant or S+C participant.

2. Examples of Reasonable Accommodations

Examples of a Reasonable Accommodation may include:

- Applications in alternative formats;
- Assistance completing application or obtaining documentation;
- Secondary contact on application;
- Allowing for home visits or telephone contacts rather than in-office meetings;
- Rescheduling appointments for documented disability related reasons;
- Exceptions to screening criteria (criminal history, etc.);
- Extra time to gather documentation;
- Extra housing search time;
- Allowing a live-in caregiver; or
- Reinstating a subsidy that was terminated for cause.

3. Individuals With Visual, Speaking, or Hearing Impairments

OCD, SA's, and LLA's must ensure that individuals with visual, speaking, or hearing impairments can effectively communicate with them. They must advise individuals with disabilities, or their representatives, that they may be provided with auxiliary aids and services to afford effective communication. Auxiliary aids and services include, but are not limited to, qualified language or sign language interpreters, written material, translated material, note pad and pen, note-takers, materials in alternative formats (including Braille, large print, audio tape, CD, email, etc.) and TTY numbers for persons who are deaf/hearing impaired.

4. Requests for Reasonable Accommodations

A request for reasonable accommodation does not need to be made in any particular form or use specific words or phrases, such as "reasonable," "accommodations," "ADA," or "disability" in order to prompt an employee's obligation to record, consider, and provide a reasonable accommodation. A request may be oral or in writing. It consists of a verbal or nonverbal communication that a reasonable person would interpret as a request for extra help or an exception to rules, policies, or procedures due to disability.

Example: An applicant/participant's statement that she missed a 9:00 AM appointment because she has arthritis that limits her ability to walk and drive in the morning must be treated as a request that her appointments be scheduled in the afternoon.

Example: An application form with a high percentage of questions answered incorrectly and ineligibly, together with the applicant/participant's statement that he cannot see as well as he used to, should at a minimum be treated as a prompt for the case worker to ask if the applicant/participant needs assistance in completing the application and possibly other accommodations such as oral communications and assistance with other necessary paperwork and forms.

The SA staff must inform all applicants/participants that it is their right to request a reasonable accommodation if the individual discloses a disability or if the SA staff feels an accommodation might be necessary for participation. They must inform the applicant or participant that disclosure of disability information is voluntary and that the information may be shared pursuant to the administration of the S+C program.

All disability-related barriers or limitations and all reasonable and necessary accommodations should be prominently noted in the case file in a location where they will be immediately obvious to any SA staff that accesses the file, to ensure that accommodations will be provided in all instances, including when cases are transferred or the SA staff person is unavailable.

With the person's written permission, information about disabilities and reasonable accommodations should be disclosed when a referral is made to another agency or entity and accommodations will be needed to ensure that the applicant/participant can access services from that agency or entity.

Any time an obvious barrier to successful program participation exists, the SA staff will provide additional assistance, even if a disability has not been diagnosed.

5. Documentation

Individuals with obvious disabilities, such as deaf or blind individuals, shall not be required to provide documentation of a disability and need for an accommodation. If documentation of a disability is required, the SA staff must assist the individual in obtaining that documentation if necessary. Because many individuals with disabilities and/or their caregivers, face multiple barriers and require interventions by a multiplicity of agencies and programs, SA staff will take necessary steps to ensure that their disability is not a barrier to service delivery and coordination.

6. Review and Approval

The following accommodations require approval by the SA:

- Provision of a Larger Bedroom Size;
- Provision of a Higher Contract Rent;
- **Additions to Be Discussed at Advisory Committee Meeting**

Other accommodations may be provided by program workers without further formality.

For accommodations that require SA approval, requests should be submitted in writing to the SA for decision. SA staff should assist the applicant/participant in completing the written request and obtaining documentation. The SA shall review the request and make a decision in writing within a 30 day period. The SA shall notify OCD regarding all reasonable accommodation decisions. For these requests, the SA and the applicant/participant shall complete the Reasonable Accommodation Worksheet to document the nature of the request (see **Appendix H**).

A written request for a reasonable accommodation must include reliable disability related information that:

- Verifies that the individual has a disability as defined in this policy
- Describes the needed accommodation; and
- Shows an identifiable relationship between the requested accommodation and the individual's disability.

Depending upon the circumstance this information may be provided by the individual, him or herself, a doctor or medical professional, a peer support group, a social service provider, or a reliable third party. The SA may refuse to provide a requested accommodation if providing the accommodation would constitute an undue financial and administrative burden or fundamental alteration of the providers' housing program.

B. Discrimination Policy

1. Right to File a Complaint

An Applicant or Participant who believes that they have been discriminated against on the basis of disability has the right to file a complaint under the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act (Section 504) with the OCD's central office ADA coordinator. The ADA coordinator will review and investigate (if necessary) all complaints. Any person whose requests for accommodations are not fully granted by the SA or LLA shall be informed of their right to file a complaint with the OCD ADA coordinator.

Individuals who believe they have been discriminated against on the basis of disability (including failure to provide reasonable accommodations), race, national origin (including the failure to provide access to services to people with limited English proficiency) may also file a complaint with HUD or the Louisiana Human Rights Commission.

2. Informing the Applicant/Participant

The SA must have posters that effectively communicate the rights of people with disabilities to file a complaint if they believe they have been denied access to programs, services, benefits because of their disability, or if they have been denied the help they need to access programs, services, or benefits. The poster must be displayed in clearly visible areas.

3. Disability Complaint Procedures

a. Steps by the SA

All complaints received by the SA alleging that any employee of the agency has failed to comply with or has acted in a way that is prohibited by the ADA or Section 504 should forward the complaint to OCD's ADA coordinator.

A complaint shall include the following information:

1. The name of the complainant and/or any alternate contact person designated by the complainant to receive communication or provide information for the complainant.

2. The address and telephone number of the complainant or alternate contact person; and
3. A description of the discrimination, failure to accommodate disability, or the manner in which the ADA or Section 504 has not been complied with or has been violated, including times and locations of events and names of witnesses, if appropriate.

Complaints do not need to be on a particular form. A complaint shall not be denied, rejected or ignored if it is incomplete, unless the ADA coordinator is unable to identify and contact the complainant to supplement the information provided. Any time an applicant or participant makes a verbal complaint of discrimination based on disability, the applicant/participant must be offered help to put the complaint in writing.

b. ADA Coordinator Steps

The OCD ADA coordinator is required to take immediate action on the complaint. In most instances the ADA coordinator will investigate and resolve the complaint within 14 business days.

The complaint investigation shall be conducted by the ADA coordinator or the backup ADA coordinator for the agency. If the ADA coordinator was involved in the initial decision to deny the accommodation, then the applicant/participant shall be informed of this, and shall have the option to have the complaint handled by the backup ADA coordinator. If the applicant/participant does not specify a choice, the complaint shall be handled by the ADA coordinator.

All investigations shall include a meeting with the applicant/participant to elicit information about their disability and the complaint. Whenever possible the meeting should be held in-person rather than by telephone.

c. Resolved Complaints

If the applicant/participant and the ADA coordinator jointly agree to a resolution of the complaint, the ADA coordinator will put the agreement in writing and send two copies of the agreement to the applicant/participant.

The agreement will generally contain the following items:

- A description of the complaint.
- A summary of the facts.
- A description of the resolution agreed to.

- The time frame for resolving the complaint.
- An assurance that OCD, the SA, and the LLA will comply with the specific terms of the agreement.
- An explanation that the applicant/participant must sign a copy of the agreement and return it to the ADA coordinator in the time specified in order for the agreement to go into effect. All terms of the agreement will be explained orally to the applicant/participant before the written agreement is provided.

If the complaint has been resolved, the resolution should be recorded and filed in the applicant/participant's case file and with the ADA coordinator.

d. Unresolved Complaints

The OCD ADA coordinator shall review the complaint, and attempt to resolve the matter within 20 business days, absent extenuating circumstances.

If the ADA coordinator cannot resolve the applicant/participant's complaint, the ADA coordinator will send the applicant/participant a notice of non-resolution.

The notice will include the following:

- A description of the complaint.
- A summary of any resolution proposed.
- A statement addressing the issues that could not be resolved.
- The factual and legal reasons why the complaint was not fully resolved in favor of the applicant/participant.
- The applicant/participant's right to file a complaint with the Louisiana Human Rights Commission and HUD.
- Contact information (name, phone number, address, fax, and email) for both Louisiana Human Rights Commission and HUD.

Except in exceptional circumstances, the OCD ADA coordinator shall notify the individual of the final determination in writing or in alternate format as necessary, within 20 calendar days of receipt of the complaint.

C. Termination Policy

In general, OCD expects the SA to make every effort to maintain S+C rental assistance with the participant. However, there are circumstances in which there may be a need for some type of termination – either occupancy agreement or from the S+C program itself. Below is OCD’s policy on different types of terminations for a variety of reasons.

1. TERMINATION OF S+C OCCUPANCY AGREEMENT

Landlords have the right to terminate the S+C Occupancy Agreement with a participant in accordance with Louisiana tenant-landlord law. If a participant is in good standing in regards to the Shelter Plus Care Program, the SA should: (1) help participant locate a new unit and (2) continue providing rental assistance on their behalf once unit is found. If the participant resides in the S+C project-based unit, the SA must locate another project-based assisted unit to continue to receive S+C rental assistance.

An Owner may evict the S+C participant household from the contracted unit only by instituting a court action. The Owner must notify the SA in writing of the commencement of procedures for termination of tenancy at the same time that the owner gives notice to the family under state or local law. *Eviction does not equal termination of S+C rental assistance.* Final termination of rental assistance may only be approved by the SA. The SA shall work closely with OCD on these types of situations.

2. TERMINATION – DUE TO SUBSIDY NOT NEEDED

One of the goals of S+C program is to increase a participant’s income. If at some point in time, a S+C participant’s income results in \$0 of S+C rental subsidy needed (i.e. \$0 HAP) then the SA must keep the participant on the program for 6 months to ensure income increase is stable. After the 6 month period for a tenant-based voucher situation, the SA shall terminate the participant and give the subsidy to a new participant. After the 6 month period for the S+C project-based or sponsor-based rental assistance, the SA shall work with the sponsor or landlord to determine the best option for the parties. Options may include amending the HAP contract or moving the tenant to another housing option.

3. TERMINATION – SERVICES NOT NEEDED

OCD will insure that services are offered to S+C participants through the LLA and the Housing Support Team. The receipt of services will not be a condition for receiving rental assistance. However, long-term participants (at some point in time) may no

longer need services. In this circumstance, the SA and LLA should work cooperatively with participants to locate other appropriate affordable housing.

4. TERMINATION OF S+C RENTAL ASSISTANCE

OCD and the Subsidy Administrator will make every effort to maintain S+C assistance. The SA and LLA will jointly make decisions on termination of S+C rental assistance. OCD and DHH will jointly make decisions on appeals regarding termination. OCD will allow S+C rental assistance to former participant who was previously terminated. The SA may terminate S+C rental assistance payments in accordance with federal regulations, OCD's S+C Housing Policies and Procedures, the S+C Rental Assistance Agreement and participant's obligations under the S+C Participation Agreement.

The SA in collaboration with the LLA must provide due process in regards to considering terminations including:

- ♦ Written notice to the participant containing a statement of the reason for the termination;
- ♦ A review of the decision, when the participant has the opportunity to present objections before someone other than the person who made or approved the termination decision; and
- ♦ Prompt written notice of the final decision to the participant.

The SA's Policies and Procedures and the agreement between the SA and the LLA will outline this process and the role of both parties.

5. TERMINATION OF LEASE AND MOVING

For the tenant-based component, participants can move to another unit and take the S+C rent subsidy with them within the SA's service area. The participant must provide a thirty day written notice, to both the landlord and SA. For the sponsor or project-based component, participant may request to the SA permission to move to another sponsor or project-based supported unit. The household may not move more often than once per year. In such cases, the participant must provide 30 day written notice submitted by the first day of the month previous to the move to the SA and the landlord. This written notice may include statements from doctors, employers or school counselors. If the participant asks to move in the middle of any lease term, permission may be granted only with a written statement from the Owner releasing the

participant from the lease. Under certain circumstances involving, for example, health, education or employment needs, the SA may waive these limitations.

In general, the S+C participant may not move outside of the SA's jurisdiction. If there are extenuating circumstances that requires a participant to move to another SA's jurisdiction, OCD will consider and make approvals on a case by case basis.

D. Appeal Policy

1. APPEAL POLICY

a. Appeal of Initial S+C Eligibility Determination

1. The SA shall develop an appeals process within their Policies and Procedures in order to allow an applicant to appeal the initial S+C eligibility determination.
2. The SA in collaboration with the LLA shall make the decision on such an appeal by an applicant.

b. Appeal of Program Termination

1. If a participant's rental assistance is subject to termination because of violations described above in Section B, "Termination Policy," the participant must be offered due process in the form of a formal appeal before termination. At the request of the participant, OCD in coordination with DHH will make the decision to hold a formal appeal; the SA has responsibility for scheduling the formal appeal, notifying all parties. OCD will be responsible for documenting the proceedings of the formal appeal.
2. OCD and DHH staff will conduct the formal appeal. At a minimum, participants in the formal appeal must also include the program participant, the Case Manager, and appropriate SA staff. Other interested parties may be included at the discretion of the OCD and DHH staff. These may include the landlord or property manager, an advocate for the participant, and any other involved individuals as deemed appropriate by the OCD or DHH staff. The participant shall have the opportunity to present written or oral testimony.
3. The participant, representative and/or family member will be given the opportunity to examine during the formal appeal any SA generated documents that are directly relevant to the appeal. The participant,

- representative, and/or family member will be given copies prior to the appeal if requested.
4. OCD and DHH staff must be given the opportunity to examine before the formal appeal any family documents that are relevant to the issues. If the participant does not make relevant documents available for examination upon request, the participant may not rely on the documents at the appeal. At the appeal, all parties will have access to all documentation.
 5. The participant may be represented by legal counsel or other representative at their own expense.
 6. OCD/DHH staff and the participant shall have the opportunity to present evidence and to question witnesses. All evidence shall be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
 7. OCD and DHH may make a decision immediately, but no later than five working days after the appeal. A written decision shall be issued by the OCD staff. If feasible, the decision should be given to all participants in the appeal that same day. Documentation of the appeal shall state the reasons for the appeal and the decision. Factual determinations relating to the individual circumstances of the participant shall be based on a preponderance of the evidence presented at the appeal.
 8. The decision of OCD and DHH is final with respect to the formal appeal.
 9. If the SA determines that it is not bound by an appeal decision, the SA shall promptly notify OCD and state their reasons for the determining that they are not bound by the appeal decision.
 10. If a participant wants to appeal the formal appeal decision, he or she must be informed that he or she may contact OCD.

E. Participant Files

The SA shall maintain proper participant files. OCD shall periodically monitor the SA to ensure that proper documentation is being collected and maintained with both participant files. Below is OCD's guidance on the composition of participant files:

The SA shall maintain the following properly completed forms in a participant's file:

- Shelter Plus Care Participant File Checklist
- Shelter Plus Care Application
- Homeless, Income, Disability, Chronic Homeless Eligibility
- Information regarding S+C Household Composition
- Verification of PSH eligibility
- Appropriate Backup Documentation to establish S+C eligibility
- Release of Information Form (2 originals executed)
- S+C Occupancy Agreement (Participant and Landlord)
- S+C Participation Agreement (Participant and SA or S+C Sponsor)
- S+C Rental Assistance Agreement (SA or Sponsor and Landlord)
- HUD Housing Quality Standard (HQS) Inspection Form
- HUD Resident Rent Calculation Form
- Landlord Verification Packet
- Other Forms as specified by OCD

SA shall also have access to Individual Service Plan to be developed and maintained by the LLA's Housing Support Team(s) (discussed in more detail earlier in Chapter 8).

F. Billing

SAs are responsible for submitting to OCD monthly payment requests for S+C rental assistance payments, security deposits, administrative fees and all other payment adjustments in a timely manner. OCD will pay the SA funds based upon information submitted by SA and consistent with the Implementation Timetable and approved the S+C Administration Budget. OCD shall approve payments for the S+C rental assistance and security deposits projected by the SA one month in advance or on a cost reimbursement basis. The SA shall bill S+C Administrative costs on a cost reimbursement basis. OCD will provide a S+C Funds Requisition Request Form (see **Appendix A-8**). As part of this monthly billing requirement, OCD will also require SAs to submit basic information on S+C leasing data and programmatic progress. OCD will also provide the SA further specific program guidance on the specific required supporting documentation for S+C Administrative Costs according to applicable OMB circulars and S+C regulations.

OCD BILLING/PAYMENT PROCEDURE

The SA shall following the process below to bill and receive payment from OCD:

- Approximately one month prior to funds being needed, the SA shall submit the completed S+C Funds Requisition Request and appropriate supporting documents.
- These documents should be submitted a month in advance of the rent due to OCD for review.
- OCD will approve the payment request and process payment through HUD's LOCCS payment system.
- OCD's Financial Manager will receive payment from HUD, process receipt of payment and make payment to the SA.
- SA will receive payment from OCD and disburse S+C rent payments to landlords with 3 days of receipt of payment.
- SA will reconcile the schedule with the S+C rent payments due incorporating any adjustments with the next monthly S+C Funds Requisition.

G. Tracking Grant Funds

OCD recognizes that it is critical to have systems in place to track the utilization of grant funds – including those funds used for rental assistance as well as administration and other rent-related activities – as well as the number of homeless disabled people served. OCD requires that each SA maintain the S+C Grant Management Workbook (**see Appendix D**) in order to track both S+C occupancy levels as well as the expenditure of S+C grant funds. For the purposes of tracking grant funds through the S+C Grant Management Workbook, the program terms begins on August 1, 2009 and ends of July 30, 2010. OCD will be available to provide training to SA staff in order to utilize the S+C Grant Monitoring Workbook effectively.

H. Homeless Management Information System (HMIS)

An HMIS is a database for homelessness information maintained by each Continuum of Care in the state. OCD requires the SAs to enter S+C participant data into the local HMIS on a continual basis. The SA shall establish systems to collect all required HMIS data from S+C participants and enter data into the HMIS system on a timely basis. The SA will be called upon to use S+C participant data to provide the required quarterly

and annual reports to OCD. These reports will be in HUD's Quarterly Progress and Annual Progress Report (QPR and APR) formats.

HUD mandates that certain data to be entered into HMIS. Therefore, SAs will be called upon, to the best of their ability, to collect such required data at the time a participant applies to the LA S+C PSH Program.

I. Data Collection Plan

OCD in coordination with each SA will develop a Data Collection Plan to ensure accurate data collection and reporting at the participant, program and state level. Once OCD's plan is established, OCD will require the SAs to modify their Policies and Procedure to include a data collection component.

OCD's Data Collection Plan will include the following elements:

HMIS Data

- Develop standards for data collection and entry workflow
- Develop data standards
 - ✓ Develop a list of minimum data collection fields/questions
 - ✓ Update standard intake/exit forms that a SA can modify as needed
 - ✓ Update existing data (as necessary)
- Coordinate data collection and data quality reporting with HMIS System Administrators
- Coordinate with the LA statewide data integration rollout ensuring that existing and new data are integrated
- Monitor data quality through the provision of monthly reporting to OCD
- Update OCD's S+C Policies and & Procedures Manual (as necessary)

Support Services Tracking (Support Services Tracking System)

- Develop standards for data collection and entry workflow
- Develop data standards
- Develop a list of minimum data collection fields/questions
- Provide guidance regarding the SAs role in maintaining this system (primarily a responsibility of the LLA)

Financial and Overall Administrative Data Collection

- Implement the YARDI system with all SAs to provide a Tenant Data Base System
- Outline expectations for the SA regarding fiscal tracking to include tracking S+C Rental Assistance Agreements, Security Deposits and S+C Administration Costs
- Outline expectations for the SA regarding administrative tracking to include lease-up information, monitoring moves and exits, annual re-certifications, HQS compliance, utility allowances, income verifications, rent calculations, landlords, and leasing
- Develop guidance on a process to back-up data

J. Program Reporting

OCD requires each S+C Subsidy Administrator to provide program reporting on the following areas:

1. **Monthly Report:** As part of the monthly billing process, OCD requires the SA to submit a brief monthly report on leasing information and a general program status update (included within the S+C Funds Requisition Request).
2. **Quarterly Progress Report (QPR):** In order to satisfy a HUD requirement, OCD requires the SA to submit a Quarterly Progress Report to OCD no later than 14 days after the reporting period ends. The QPR is the same format as the APR. The SA will also use data from HMIS to populate the report.
4. **Annual Progress Report:** OCD requires the SA to submit the APR to OCD no later than 30 days after the reporting period ends. The APR is the standard HUD format enclosed in **Appendix A-12**. The SA will use HMIS data, service match documentation, and information of achieving the program objectives set by the SA. For the purposes of the APR, the program terms begins on August 1, 2009 and ends of July 30, 2010.
4. **Service Match Documentation:** OCD requires the SA to collect service match documentation from the LLA regarding Housing Support Team services (using the PSH supportive services tracking system) and provide it to OCD as part of its QPR and APR submission. The SA must also maintain records that document the value of services provided by the LLA. OCD working with DHH and DSS will also be responsible for collecting service match documentation from services received from LA's DHH systems of care (i.e. Medicaid related services) and services received from LA's DSS systems of care (i.e. family and youth related services). OCD expects this process to collect the

required service match for LA's S+C PSH Program. However, OCD reserves the right to set additional requirements for the SA to collect additional service match if needed.

5. Program Objectives: For HUD's QPR and APR, OCD requires the SA to track and report the following 2 HUD S+C goals:

- ♦ Residential stability – 71.5% of participants will remain in PH for 6 months or more; and
- ♦ Increased skills and/or income – 19% of participants are placed in employment.

OCD requires the SA to track and report to OCD in these 2 areas as well as other performance objectives established by the SA. OCD reserves the right to modify or create additional program objectives for the LA S+C PSH Program. The SA should work with their LLA to synchronize to the extent possible their measurable objectives and develop a system to track these objectives. The SA/LLA memorandum of agreement should include the process that the LLA and SA will follow to track and monitor participant progress. OCD will work with the SA/LLAs to utilize the YARDI system to greatest extent to collect and track program data. The SAs have agreed to incorporate the YARDI system to assist in the management of the S+C vouchers.

K. OCD Monitoring Plan

OCD's Monitoring Plan is discussed in greater detail in **Appendix E**. The scope of monitoring activities will be as follows:

- OCD will review/approve selection of owner/properties to receive project or sponsor based S+C subsidies;
- OCD will collect and review monthly reports from SA on program activities to include leasing activity, project information, progress in achieving the leasing goals, fiscal information on resources spent, and service match;
- OCD and DHH will conduct periodic monitoring visits to the SA and LLA respectively;
- OCD will conduct periodic reviews and quality assurance of HQS inspections by each SA;

- OCD will monitor SA's performance in the timely payment of landlords as well as the SAs performance in verifying receipt of S+C payments to landlords on a periodic basis; and
- OCD will identify a process to remediate/improve identified deficiencies through the provision of technical assistance and training.

OCD has developed a Monitoring Plan providing further guidance on these activities to SA. OCD's Monitoring Plan is enclosed in **Appendix E**.

L. Financial Management

Accounting Standards

The Subsidy Administrator shall comply with 24 CFR 84.21–28 or 24 CFR 85.21 and adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The SA shall seek advice from a qualified accountant with federal funding experience at the beginning of the grant period to ensure that the SA's existing accounting system is in compliance with federal standards.

Cost Principles

The Subsidy Administrator shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-87 "Cost Principles for State and Local Government," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

OMB A-133 Audit Requirements

If a SA receives more than \$500,000 of total federal funding, the federal government requires that an A-133 Audit be conducted. OCD will request copies of current and prior A-133 audit reports from each SA and review any relevant findings and ensure that corrective action has been or is being taken on those issues.

M. Program Performance

OCD will continually review the SA's performance in the general operations of its S+C program and the success in meeting its lease-up benchmarks established in the implementation timeline. OCD will work cooperatively with SA to identify and improve deficiency in program performance through the provision of technical assistance and training. However, OCD reserves the right to amend the S+C Cooperative Endeavor Agreement reducing the SA's S+C funding amount and transferring these S+C funds to another SA that has been successful in leasing their vouchers and can document the need for additional vouchers.

N. S+C Advisory Committee

OCD will establish a S+C Advisory Committee comprised of a variety of independent stakeholders including formerly homeless individuals. OCD worked with Continuums of Care to identify and recruit formerly homeless persons for the Committee. The Committee will meet periodically to provide policy oversight and support for the LA S+C PSH Program.

CHAPTER TEN

SHELTER PLUS CARE TERMINOLOGY

Terminology used in this S+C Policies and Procedures Manual includes the following:

1. “Applicant” refers to a person or household in the process of applying for S+C rental assistance. A person or household is considered an Applicant until their overall eligibility for S+C rental assistance is verified and approved.
2. “Contract rent” refers to the full monthly cost of renting a unit as set by the Owner or Landlord.
3. “Continuum of Care” refers to a collaborative funding approach that helps communities plan for and provide a full range of emergency, transitional, and permanent housing and service resources to address the various needs of homeless persons.
4. “Fair Market Rent” refers to HUD’s estimate of the actual market rent for a modest apartment in the conventional marketplace. Fair Market Rents include utility costs (except for telephones). Every year, HUD develops and published FMRs for every market area across the nation.
5. “OCD” refers to the Louisiana’s Office of Community Development that is acting as the “grantee” for the Shelter Plus Care Program. OCD has executed a grant agreement with the US Department of Housing and Urban Development.
6. “HAP” refers to a Housing Assistance Payment (or S+C Rental Assistance Agreement), which is the amount of money the Subsidy Administrator pays in rent on behalf of a Program participant to a Sponsor or Landlord.
7. “HQS” refers to Housing Quality Standards, which are rules set by HUD defining minimum standards of habitability for the S+C program.
8. “Owner” and “Landlord” refer to a person or entity that owns one or more rental units and currently or prospectively rents to a program participant.
9. “Participant” refers to a person who has been approved for enrollment in the

- S+C program by the SA and is either currently receiving rental assistance or is seeking assisted housing.
10. "Subsidy Administrator" refers to entity subcontracted with OCD to administer the S+C rental assistance and coordinate all aspects of the program.
 11. "S+C Program" or "Program" refers to any of the rental assistance program operated under the jurisdiction of OCD under the rules and regulations of HUD's Shelter Plus Care Program.
 12. "Local Lead Agency" or "LLA" refers to the Louisiana Department of Health and Hospitals (DHH) contracted six (6) regional agencies that are responsible for the coordination and provision of supportive services through one or more Housing Support Teams linked to the 3,000 permanent supportive housing units created by LA's Road Home Program.
 13. "Department of Health and Hospitals" or "DHH" refers to the state agency responsible for administering and monitoring CDBG-funded Supportive Service Grants to the LLAs in the amount of \$5,000 per PSH unit per year for up to five years for the 3,000 units of permanent supportive housing through an agreement with the Office of Community Development (OCD).
 14. "Housing Support Team" or "HST" refers to each LLAs' establishment of one or more such teams responsible for the provision of basic housing support services and linkage to other needed services in the community. The LLAs are also responsible for designating one or more Tenant Services Liaisons (TSLs) to serve as the primary day-to-day contact for the owner or landlord or tenancy-related issues.
 15. "S+C Program" refers to the HUD rental assistance program "Shelter Plus Care".
 16. "Tenant rent" or "TTP" refers to the Total Tenant Payment, i.e., the share of rent for which a program participant is responsible and which is not paid by OCD and the SA.
 17. "Sponsor" refers to a non-profit or community mental health agency that owns or leases the rental housing where a program participant will reside under the sponsor based component of the Shelter Plus Care Program.

18. A “Homeless” household refers to an applicant when he/she resides in one of the places described below:

- In places not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings (on the street);
- In an emergency shelter;
- In transitional housing for homeless households who originally came from the streets or emergency shelters; or
- In any of the above places but is spending a short time (up to 30 consecutive days) in a hospital or other institution.

19. “Chronically Homeless” refers to an individual with a disabling condition who has been homeless for a period of at least one year OR the individual with a disabling condition who has had four episodes of homelessness in the last three years.

20. A “Household” consists of the following:

1. two or more persons who live or will live regularly in a unit as their primary residence:
 - whose income and resources are available to meet the household's needs; and
 - who are either related by blood, marriage, or operation of law, or who have otherwise evidenced a stable inter-dependent relationship;
2. one person; or
3. two or more persons who live or will live regularly in a unit as their primary residence, who do not have shared income and resources but reside together to jointly secure supports or services. This might include an individual with an attendant or two or more single individuals living together with or without live-in supports.

A household member shall be considered to be living regularly with a household if temporarily absent for reasons such as hospitalization, duty assignment, employment, or school attendance in another location. Upon receipt of notice that one or more children will be reunified with a household member, such child

or children, if eligible and qualified, shall be considered household members for purposes of securing a unit of appropriate unit size for the reunified family.

21. A “Hurricane Displacee” refers to a household living in the GO Zone at the time of the 2005 hurricanes (i.e., Katrina and Rita) whose housing situation was disrupted either directly by the physical effects of the disaster or by resulting socioeconomic impacts (e.g., rent increases). Households who were homeless and living in the Gulf Opportunity (GO) Zone at the time of the 2005 hurricanes and whose living situation was disrupted by the effects of the disaster will also be regarded as displacees.

22. A “disabled household” is defined by HUD as follows:

- A household composed of one or more persons at least one of whom is an adult who has a disability. A homeless household whose sole member with a disability is a minor child is not eligible for S+C.
- A person that has a physical, mental, or emotional impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such nature that such ability could be improved by more suitable housing conditions.
- A person will also be considered to have a disability if he or she has a developmental disability, which is a severe, chronic disability that:
 - a. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - b. Is manifested before the person attains age 22;
 - c. Is likely to continue indefinitely;
 - d. Results in substantial functional limitations in three or more of the following areas of major life activity;
 - i. Self-care
 - ii. Receptive and expressive language;
 - iii. Learning;
 - iv. Mobility;
 - v. Self-direction;
 - vi. Capacity for independent living; and
 - vii. Economic self-sufficiency; and
 - e. Reflects the person’s need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of

lifelong or extended duration and are individually planned and coordinated.